

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.
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Print or type. See Specific Instructions on page 3.	Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
	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.) Brian William Whalen		
	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. 1042 Atlantic #16G		Requester's name and address (optional)
6 City, state, and ZIP code Brooklyn, New York 11238			
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>5 9 2 9 2 1 0 2 1</td></tr><tr><td>or</td></tr><tr><td>Employer identification number</td></tr><tr><td></td></tr></table>		Social security number	5 9 2 9 2 1 0 2 1	or	Employer identification number	
Social security number						
5 9 2 9 2 1 0 2 1						
or						
Employer identification number						

Part II	Certification
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Under penalties of perjury, I certify that:

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

**Signed by Brian William Whalen**
Tue Aug 26 2025 06:00:33 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.153

Brian William Whalen (Signature of U.S. Person)Date

August 26, 2025

Dear Brian William Whalen and Chase Edward Fitzgerald:

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

Apartment: **1042 Atlantic #16G, Brooklyn, NY 11238**
Rent: **\$5,300.00**
Term: **1 year and 4 months**
Lease Dates: **December 24, 2025 to April 23, 2027**
Concession: Early Occupancy Beginning **October 24, 2025**
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) 421A Rider | 2) Amenities Package Agreement |
| 3) Bedbug Infestation History Disclosure | 4) Bedbug Pamphlet |
| 5) Bicycle License | 6) Class Action Waiver |
| 7) Construction Rider | 8) Early Occupancy Rider |
| 9) Electronic Signature (E-Signature) Disclosure | 10) Fair Chance Housing Notice |
| 11) Flood History and Risk Notice | 12) Indoor Allergen Hazard Notice |
| 13) Indoor Allergen Tenant Pamphlet | 14) Lease Renewal Response |
| 15) Move Out Rider | 16) NY Disclosure Form for Landlord and Tenant |
| 17) NYC Smoking Policy Rider | 18) New York State Good Cause Eviction Notice |
| 19) No Smoking Rider | 20) Notice to Reasonable Accommodation |
| 21) Occupancy Rider | 22) Overnight Subleasing Prohibition |
| 23) Pet Policy Acknowledgement | 24) Pet Rider |
| 25) Prohibition of E-Bicycles E-Scooters and Hoverboards | 26) Recycling Notice NYC |
| 27) Smart Lock Addendum | 28) Smoke Detector/Carbon Monoxide Detector Rider |
| 29) Smoking Policy | 30) Sprinkler Disclosure Lease Rider |
| 31) Temporary Amenity Concession Rider | 32) Terrace Balcony Rider |
| 33) Transient Occupancy Rider | 34) W-8 / W-9 |
| 35) Washer Dryer Rider | 36) Welcome Letter |
| 37) Standard Form of Apartment Lease | 38) Window Guards |
- 39) Payment in the form of certified check or bank check for the following: **\$5,300.00** representing the first month's rent payable to **Atlantic Avenue Owner LP** and a separate check for **\$1,000.00** representing the security deposit payable to **Atlantic Avenue Owner LP**.

Sincerely,

Prosper Brooklyn

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 7.19

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 was signed and not written into it will not be enforceable.

THIS LEASE is made as of **August 26, 2025**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **Atlantic Property Owner LP**

whose address is **433 Broadway New York, NY 10013**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Brian William Whalen and Chase Edward Fitzgerald**

whose address is **1042 Atlantic #16G, Brooklyn, NY 11238.**

Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 34

Please note the following paragraphs that require deletions if inapplicable: 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60

Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

- 1. APARTMENT AND USE** Owner agrees to lease to Tenant Apartment **16G** (the "Apartment") in the building at **1042 Atlantic, Brooklyn, NY 11238** (the "Building"), Borough of Brooklyn, City and State of New York.

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 **December 24, 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 **April 23, 2027** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** ~~one (1)-year~~ ~~two (2)-year~~ **[sixteen (16) month(s)]** anniversary of the Lease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$5,300.00** 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., **\$5,300.00**);

(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 16 th 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 return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (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 **Certified Check or Bank Check** **[CROSS OUT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** 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 dollars (\$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 it 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 **\$1,000.00** (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 **JP Morgan Chase** bank at **501 Bellmore Avenue, East Meadow, NY 11554**. 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 Tenant's security 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 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:
 - 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. ~~[DELETE IF INAPPLICABLE]~~ 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: _____

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.
- 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: water and sewer.
[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]
- 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 N/A 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 **[DELETE IF INAPPLICABLE]**.
- 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 be responsible for the initial \$0.00 in cost of such appliance's repair or replacement [DELETE IF INAPPLICABLE OR INSERT AMOUNT].~~ 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 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 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 16.

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 Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) 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.

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), 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 CERTIFICATE AND ACKNOWLEDGEMENTS 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 ~~[or via email]~~ [DELETE IF INAPPLICABLE], addressed to each of the following parties:

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.

If to Owner:

Atlantic Property Owner LP 1035 Pacific Street, Brooklyn, NY 11238

Email address: _____ [DELETE IF INAPPLICABLE]

With a copy to:

If to Tenant: at Apartment, subsequent to Commencement Date

Email address: _____ [DELETE IF INAPPLICABLE]

Prior to Commencement Date:

282 11th Ave

New York, NY 10001

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 registered or certified mail.

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 for 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 in 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 (iv) 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 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 calendar 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 set-off 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 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 (\$ _____)~~ **[DELETE IF INAPPLICABLE OR INSERT AMOUNTS];** and; 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 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 [DELETE IF INAPPLICABLE] ~~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 is 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 [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS DELETED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH A]

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 _____ (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by [Tenant][Owner] [CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVE] 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 [DELETE IF INAPPLICABLE; IF APPLICABLE, PLEASE INSERT NECESSARY INFORMATION]

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 [DELETE IF INAPPLICABLE] 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.

37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978] 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 [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS DELETED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]

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): _____

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.

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 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 [DELETE IF INAPPLICABLE] All bicycles are expressly forbidden in the Apartment.

60. ALARM SYSTEM [DELETE IF INAPPLICABLE] 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.

SIGNATURES CONTINUED ON NEXT PAGE

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

BY: ATLANTIC PROPERTY OWNER LP C/O
FRONTGATE MANAGEMENT INC

(Landlord)

Date



Signed by Brian William Whalen
Tue Aug 26 2025 06:13:33 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.133

Brian William Whalen (Tenant)

Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:23:45 PM EDT
Key: 714BE110; IP Address: 23.47.58.133

Chase Edward Fitzgerald (Tenant)

Date

EXHIBIT A

MEMORANDUM CONFIRMING TERM

[DELETE IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of August 26, 2025 between Atlantic Property Owner LP, ("Owner") and Brian William Whalen and Chase Edward Fitzgerald ("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of December 24, 2025 (the "Lease") for the Apartment located at 1042 Atlantic, Brooklyn, NY 11238 (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 December 24, 2025;
 - (b) The expiration date of the Lease Term is April 23, 2027; and
 - (c) The date Rent commences under the Lease is December 24, 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.

**BY: ATLANTIC PROPERTY OWNER LP C/O
FRONTGATE MANAGEMENT INC**

(Landlord) Date



Signed by Brian William Whalen

Tue Aug 26 2025 06:14:25 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.133

Brian William Whalen (Tenant) Date



Signed by Chase Edward Fitzgerald

Tue Aug 26 2025 08:24:01 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant) Date



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



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.

**§ 421-A(16) RIDER TO LEASE AGREEMENT
MARKET RATE UNITS**

LEASE DATED: August 26, 2025 **OWNER:** PROSPER BROOKLYN

APARTMENT: 16G in BUILDING at 1042 Atlantic., Brooklyn, NY 11238

TENANT: Brian William Whalen and Chase Edward Fitzgerald

Tenant ("You") are about to sign and deliver to Owner a Lease (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that:

I. NOTICE REGARDING RECEIPT OF § 421-A(16) TAX BENEFITS

OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A(16) ("§ 421-A(16)").

PLEASE BE ADVISED THAT PURSUANT TO GUIDANCE OF THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL ("DHCR") AND THE NEW YORK CITY DEPARTMENT OF HOUSING PRESEVATION AND DEVELOPMENT, THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION IF, ON THE DATE OF INITIAL OCCUPANCY OR THE DATE OF OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE DEREGULATION RENT THRESHOLD ("DRT") AS SET BY THE DHCR AND APPLICABLE AT THAT TIME. FOR THE PERIOD BETWEEN JANUARY 1, 2025 AND DECEMBER 31, 2025, THE DRT IS \$3,123.69

BECAUSE THE INITIAL RENT CHARGED AND PAID FOR THE APARTMENT MEETS OR EXCEEDS THE DRT, THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

II. YOUR CONFIRMATION

By signing this Rider below, You confirm that You have read and understand this Rider, and that you agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

Atlantic Property Owner LP c/o Frontgate Management Inc

 **Signed by Brian William Whalen**
Tue Aug 26 2025 06:16:38 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)	Date	(Landlord)	Date
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 **Signed by Chase Edward Fitzgerald**
Tue Aug 26 2025 08:24:31 PM EDT
Key: 714BE110; IP Address: 23.47.58.133

Chase Edward Fitzgerald (Tenant)	Date
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PROSPER BROOKLYN

AMENITIES PACKAGE AGREEMENT

This Agreement is entered into on:	August 26, 2025
The Licensor is: ("The Licensor")	Atlantic Property Owner LP 433 Broadway New York, NY 10013
The Licensee(s) is/are: ("The Member(s)")	
The Member's apartment number is:	16G
The Member's telephone number is:	(678) 977 - 7162
The Member's emergency contact is:	
Total fee amount due per month (per member):	\$70.00
Fees are to be paid:	Monthly to commence at the same time as the residential lease under which the Member resides. This license is executed separate and apart from any residential apartment lease executed by Licensee for an apartment at PROSPER BROOKLYN as a tenant of the building at PROSPER BROOKLYN.

Warnings:

- It is the Member's responsibility to make sure the Member is in good enough health to use the facilities covered by this Agreement.
- The Licensor provides no supervision or personal trainers. Use of the facilities covered by this Agreement is at the Member's risk.
- The Licensor is not liable for injury caused by damage to the facilities covered by this Agreement where such damage was caused by any Member, whether the Member who signs this Agreement, or some other Member.
- The Licensor is not responsible for any personal property the Member may bring to the facilities.

1. This Agreement

- This Agreement is a license granted by the Owner ("the Licensor") of **Atlantic Property Owner LP 433 Broadway New York, NY 10013** (the "Building") to the above named Member, who represents that he or she is a Tenant or Registered Occupant of the Building. This Agreement is not a lease. This is the complete Agreement of the parties relating to the amenities package. All prior representations by either party are irrelevant unless in writing in this Agreement. The Member acknowledges having been presented the opportunity to take a blank copy of this Agreement to consult with an attorney prior to entering into this Agreement. This Agreement may not be modified except by a writing signed by both parties to this Agreement. The captions in this Agreement are for convenience only and have no legal meaning. This Agreement will be construed in accordance with the laws of the State of New York.
- This Agreement and the services and/or amenities made available as per this agreement or membership for which you pay as per the terms of this agreement are not included in the rent for the residential apartment and are not services which are required to be provided by Landlord or the building in which you reside. You are not required to pay for and utilize the services made available by virtue of the membership set forth in this Agreement and if you do not wish to do so, you can still rent and utilize your apartment as per the residential Lease. By executing this Agreement, Member is setting forth that Member fully understands and agrees that the services of facilities made available to member by the terms hereof are in no way connected to or part of or provided by the terms of any separate residential Lease for an apartment in the building in which the facilities are located which is owned and/or operated, and/or managed by Licensor and the fees for services or facilities paid in connection with this Agreement to Licensor are not included in or a part of the rent for a residential apartment nor does the termination, revocation, or unavailability of any of facilities made available by the terms in any effect, reduce, amend, modify, or act as a set of any rent which may be due pursuant to separate residential Lease Agreement as the service and facilities made available as per the terms hereof are not required to be provided by the Licensor or Landlord of the building.

2. The Facilities

- The facilities covered by this Agreement (the "Facilities") currently include the sky lounge, rooftop terrace, fitness center, lounge with catering kitchen, game room and children's playroom. The Licensor may at will add to, subtract from, substitute, rearrange, or reconfigure the Facilities included in this Agreement with no diminished fees charged to the Member for the period covered by this Agreement.
- The Licensor may at reasonable times and for reasonable durations close or close off all or part of the Facilities for



purposes of maintenance to, repair of, addition to, subtraction of, substitution of, rearrangement of, or reconfiguration of the Facilities with no diminished fees charged to the Member for the period covered by this Agreement.

- c. The Licensor reserves the right to change the method of access to the Facilities, including, without limitation, access by fob and/or a biometric access system.

3. Persons Eligible To Be Members

The only persons who may be "Members," as such term is used in this Agreement, are Tenants of the Building and others named as Registered Occupants. Where a Tenant in the Building fails to continue to meet any of these criteria, this Agreement shall automatically terminate without notice to the Member. Grounds for such automatic termination shall include but not be limited to:

- a. The issuance of a warrant of eviction with regard to the apartment where the Member is the Tenant, family member of Tenant or an occupant of the apartment ("Registered Occupants").
- b. Surrender, termination and/or vacatur by the Member of the apartment in the Building.
- c. Failure of Member to be a Tenant of the Building in good standing, Member's failure to timely pay rent for the apartment, if Member becomes a nuisance, etc. and/or violates any terms or provisions of their apartment lease.
 - i. For safety and security reasons, Licensor has zero tolerance for violation of any of the rules and regulations set forth herein. Licensor will immediately revoke this Agreement if Member or any Registered Occupant or guest violates any of the rules or regulations set forth herein. Moreover, Licensor may press criminal charges against any Member for the violation of any of the rules and regulations set forth herein performed by Member, Registered Occupants or guest of Member.
- d. Use of any cellular telephone cameras or video recording devices is strictly prohibited in the Facilities without the express written permission of Licensor.
- e. No outside stereos, radios or TV's are permitted in the Facilities except those that can be used and are being used with personal headphones.
- f. All Members using any of the Facilities are responsible for returning the equipment and/or furnishings to its proper location and for cleaning up the exercise machines, equipment and furnishings they have been using. No personal belongings are to be left overnight, and, if any belongings are left overnight, Member acknowledges that Licensor has no responsibility or liability for the loss or damage of said belongings. No equipment and/or furnishings shall be removed from any of the Facilities.
- g. Only Members may use the Facilities. No guests are allowed to use the Facilities.
- h. Any Member suffering from any condition, disease, or ailment making it unsafe or medically imprudent to use the Facilities should not do so.
- i. Members are not permitted to bring into the Facilities any persons who are not themselves Members.
- j. No pets of any kind shall be permitted in the Facilities, but service animals may be permitted insofar as they do not interfere with the use of the Facilities by any other Member.
- k. Licensor reserves the right from time to time to close the Facilities for private events. No Member shall use the Facilities during such times except by invitation. No Member shall organize parties or events in the Facilities without the prior written permission of Licensor.
- l. No outside food or alcoholic beverage is permitted in the Facilities without prior written permission of Licensor.

4. Fees

- a. The fee for this License is independent of any rent the Member may be paying or that is being paid on the Member's behalf for an apartment in the Building.
- b. This License shall automatically terminate on the date that Member's lease for his or her apartment in the Building terminates. The License may be renewed annually only if the Member renews his/her lease for the apartment.
- c. Any renewals of this License shall commence on the same date as the Member's residential lease for the apartment in the Building and the offer to renew this License shall be made contemporaneously with the offer to renew the apartment lease. If the initial License commences after the date of such residential lease term, the License fee will be prorated accordingly.
- d. Should the License be cancelled by either party pursuant to the terms of this Agreement then the monthly fee shall be prorated by the amount of remaining days in the cancellation month. If there is any damage to the Facilities caused by the Member, then Licensor may, in its sole discretion, keep any remaining portion of the monthly fee.
- e. Member may cancel this Agreement without any penalty or further obligation within seven (7) days from the commencement date. Notice of Cancellation shall be in writing to the Licensor and mailed by registered or certified United States mail to the Licensor at the address set forth above. Such Notice of Cancellation must include this

Agreement and any other documents or evidence of Membership previously delivered to Member. All money paid pursuant to this Agreement shall be returned within fifteen (15) business days of receipt of the Notice of Cancellation. If Member has executed any credit or loan agreement to pay for all or part of the Facilities Membership, any such negotiable instrument executed by the Licensor shall also be returned to the Member within fifteen (15) business days of receipt of the Notice of Cancellation.

- f. Member may also cancel this Agreement for any of the following reasons:
- i) If upon a doctor's order, you cannot physically receive the service because of a significant physical disability for a period in excess of six months;
 - ii) If you die, your Estate shall be relieved of any further obligation under this Agreement not then due and owing;
 - iii) If you move your residence; or
 - iv) If Licensor raises the monthly fees in an amount greater than 25% of the then-existing monthly fee during the term upon notice to Licensor at the address set forth above within seven (7) days of Member's receipt of notice of such monthly fee increase.

Notice of Cancellation based on provisions i, ii or iii above must be sent with written substantiation of such grounds. All monies paid pursuant to this Agreement cancelled for the reasons set forth in provision "g" above shall be refunded within fifteen (15) business days of receipt of the Notice of Cancellation; provided, however that Licensor may retain the expenses incurred and the portion of the total price representing the services used or completed.

Representations by Member

The Member represents to the Licensor, with knowledge that the Licensor is relying on these representations as an inducement to enter this Agreement and the falsity of any of which will cause this Agreement to be automatically terminated, in addition to whatever other legal remedies the Licensor may have:

- a. The Member is at least 18 years of age.
- b. The Member does not have health conditions that could pose any health risk to the Member or to another person.
- c. The Member has been examined by a physician of the Member's choice and such physician has pronounced that physician's approval of the Member's use of the Facilities.

5. Notifications by Member

The Member shall immediately notify the Licensor as soon as the Member or any of the Registered Occupants acquires a health condition that could pose any health risk to the Member or to another person.

6. IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

Member hereby acknowledges and agrees that use of the Facilities, services, equipment or premises, involves risks of injury to persons and property, including those described below, and Member assumes full responsibility for such risks. In consideration of being permitted to enter the Facilities for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Member agrees to the following: Member hereby releases and holds Licensor and any of its limited partners, affiliates, subsidiaries, parent companies, stockholders, directors, officers, employees, contractors, invitees, agents, attorneys and their respective predecessors, heirs, successors, and assigns (and the supplier of any of the equipment in the Facility) (individually and collectively, "Releasee") harmless from all liability to Member and Member's personal representatives, assigns, heirs and next of kin for any loss or damage, and Member forever gives up any claims or demands therefore, on account of injury to Member's person or property, including injury leading to Member's death, whether caused by the active or passive negligence or gross negligence of Releasee or otherwise to the fullest extent permitted by law while Member is in, upon or about the Facilities or using the services or equipment. Member also hereby indemnifies Releasee from any loss, liability, damage or cost Releasee may incur due to Member's presence in, upon or about the Facilities or in any way observing or using any facilities or equipment of Licensor whether caused by Member's own negligence or otherwise. Member represents (a) that Member is in good physical condition and has no disability, illness, or other condition that could prevent Member from exercising without injury or impairment of Member's health, and (b) that Member has consulted a physician concerning an exercise program that will not risk injury to Member or impair Member's health. Such risk of injury includes (but is not limited to): injuries arising from Member's use or the use of others of exercise equipment and machines; injuries arising from Member's participation or the participation of others in supervised or unsupervised activities or programs at, in or about the Facilities; injuries and medical disorders arising from exercising at, in or about the Facility such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere at, in or about the dressing rooms, showers and other facilities associated with the Facility. Member further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause, and agrees that

no oral representations, statements or inducement apart from this agreement have been made. The terms and provisions of this Release shall be binding upon and benefit the respective successors and assignees, heirs, distributees, guardians, and legal representatives of the undersigned and Licensor.

7. Training

- a. The Licensor makes no representations whether or not the Licensor will provide personal trainers, lifeguards, instructors or supervisors ("Staff") at the Facilities, whether or not any so provided will or may be continued, and whether or not such trainers will have access or any or all elements of the facilities. In no event shall the provision or failure to provide such Staff constitute part of the consideration of this Agreement. The Member is solely responsible to acquire on the Member's own proper training or instruction with regard to the use, operation, and safety procedures of any and all equipment at the Facilities, whether provided by the Licensor or provided by another person. Such training or instruction must be acquired by the Member prior to using the Facilities.
- b. If the Licensor permits a personal trainer or instructor access to any or all elements of the Facilities, the Licensor reserves the right as a prerequisite to such access to require of the personal trainer or instructor proof of insurance satisfactory in form to the Licensor insuring both the personal trainer or instructor and the Licensor as an additional insured for any and all liability arising out of the Member's use of the Facilities.

8. Representations and Warranties by the Licensor

The Licensor neither makes nor implies any representations or warranties as to the adequacy, safety, or use of any of the equipment at the Facilities. With respect to such equipment, the Licensor neither makes nor implies any representations or warranties that such equipment is suited or fit for any particular purpose except its intended purpose.

9. Use of the Facilities

The Licensor may at any time promulgate or amend any rules with regard to the usage of the Facilities. Such rules shall be in the Licensor's sole discretion and shall not be subject to question in any forum.

10. Member Caused Damage

Upon the Licensor's demand, the Member shall pay to the Licensor the cost of replacement or repair of any equipment or facilities belonging to the Licensor and damaged or destroyed by the Member or any person using the Facilities with the Member's consent, regardless of whether the Licensor has consented to the damaging person's use of the Facilities.

11. Assignment

The Member may not assign the Member's rights under this Agreement.

12. Termination and Suspension

The Licensor may terminate or suspend this License without any refund to the Member for any of the following reasons:

- a. Any misrepresentation by the Member to the Licensor made in this Agreement.
- b. Failure of the Member to abide by the Member's obligations under this Agreement.
- c. Failure of the Member to abide by rules and regulations posted in the Facilities as such may be promulgated or amended by the Licensor from time to time.
- d. The Member engaging in or permitting another person to engage in objectionable behavior as the Licensor, the Licensor's agent, or the Licensor's employee reasonably determines to be objectionable in their sole discretion.
- e. The Member is the tenant of record of the apartment where another Member resides and such other person engages in any conduct which permits the Licensor to terminate or suspend this license.
- f. The Member uses a cellular telephone camera or video recording device in the Facilities or rest rooms.

Member acknowledges that Member's use of the Facilities is subject to the rules and regulations of the Building and the Facilities, and that such rules and regulations are subject to change from time to time in Licensor's sole discretion.

Member further acknowledges that the rules and regulations of the Building and the Facilities have been made available to me and that my failure to comply with such rules and regulations may result in Licensor's termination of my use and access to the Facilities.

(Licensor)

Date



PROSPER BROOKLYN

GYM RULES AND REGULATIONS

- As gym etiquette suggests, please carry a towel at all times to wipe down machines after each use.
- Please abide by a 30-minute limit workout on cardiovascular equipment during peak hours. Machine usage is on a first come first serve basis; however, please respect the 30-minute rule stated above.
- Moving of stationary equipment is strictly prohibited.
- Please return equipment to its proper location after use.
- Please notify the front desk immediately if any piece of equipment is not working or damaged.
- Shirts and appropriate shoes must be worn at all times. No bare feet are allowed.
- Smoking is strictly prohibited.
- Children under the age of 18 are not permitted at any time.
- Guests are not permitted at any time without prior written permission of Owner.
- Pets are not permitted at any time unless such pet is a service animal.
- All personal listening devices must be used with headphones.
- (Limit cell phone usage to a minimum) - No cell phones are permitted to be used in the gym.
- The use of alcoholic beverages is strictly prohibited.
- Anyone visibly intoxicated or otherwise incapacitated will be asked to leave the area and will forfeit their Membership.
- Food is not permitted in the gym. Only water, juice and non-alcoholic beverages in plastic containers are permitted. Must dispose of or remove plastic containers.
- Cannot leave any personal items - Licensor has no liability or responsibility for items left behind.

ZERO TOLERANCE POLICY

Our first and foremost concern is safety of the tenants and staff and guests of **PROSPER BROOKLYN**. There is a strict "Zero Tolerance" to violation of any of the below; should there be a breach of the rules and regulations, your Membership to the Facilities will be revoked, notification will be made to the guarantor of the apartment, you will be held in breach of your Lease and criminal charges may be filed.

Please be reminded that, as a Tenant or Registered Occupant of the building, you are required to abide by the terms of the lease and are also responsible for the conduct of your guests.

Per the terms of your Lease agreement, tenants are not to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for you or other occupants. It also means 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 to other tenants in the Building. Objectionable conduct gives Owner the right to end your lease.

Please print sign and date below, acknowledging that you have read, understood and will abide by these rules.

(Licensor)

Date



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

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

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

Name of tenant(s): **Brian William Whalen and Chase Edward Fitzgerald**

Subject Premises: **1042 Atlantic #16G, Brooklyn, NY 11238**

Apt.#: **16G**

Date of vacancy lease: **December 24, 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:

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen
 Tue Aug 26 2025 06:19:56 PM EDT
 Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)

Date

(Landlord)

Date



Signed by Chase Edward Fitzgerald
 Tue Aug 26 2025 08:26:24 PM EDT
 Key: 714BE110; IP Address: 23.198.14.152

Chase Edward Fitzgerald (Tenant)

Date

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

3. Be very cautious about using pesticides yourself.

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

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

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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



Revised 12-08



BICYCLE ROOM LICENSE AGREEMENT

AGREEMENT made on **August 26, 2025**, between **Atlantic Property Owner LP**, c/o **Frontgate Management Inc.**, **433 Broadway New York, NY 10013** (hereinafter referred to as "Owner"), and **Brian William Whalen and Chase Edward Fitzgerald**, (hereinafter referred to as "Licensee") residing at **1042 Atlantic, Brooklyn, NY 11238** (hereinafter referred to as "Building"), in apartment **16G** (hereinafter referred to as ("Apartment")). The Licensee being a tenant in the Building.

The Owner hereby grants to the Licensee a license to store in the Bicycle Room (hereinafter referred to as "Bicycle Storage Space") or such other Bicycle Storage Space as the Owner may designate from time to time at its sole discretion, on the terms set forth in this Agreement.

1. **Term.** This license shall be an annual license to commence on **August 26, 2025**. The license shall continue unless canceled at the end of the term by notice given by either party at least thirty (30) days prior thereto, or unless sooner terminated in accordance with this Agreement.
2. **License Fee.** The Licensee agrees to pay to the Owner a non-refundable monthly fee (hereinafter referred to as "License Fee") for the Bicycle Storage Space in the amount of **\$15.00 per bicycle**. The License Fee shall be due on the first day of each term and will be assessed to Licensee's account during the term and shall be paid without counterclaim, set-off or deduction. The License Fee may be increased by Owner on thirty (30) days notice.
3. **Use of Storage Space.** The Licensee may use the Bicycle Storage Space to store bicycle(s) owned by Licensee, and for no other purpose.
4. **Liability of Parties.** The Licensee's bicycle is permitted to be stored in the Bicycle Room at the Licensee's own risk and the Owner or its agents shall not be liable for any loss of or damage or injury to any article of property left or stored in the Bicycle Room, nor for damage or loss to any property in the Owner's premises or possession, whether resulting from theft, vandalism, fire, explosion, falling plaster, steam, gas, electricity, or water emanating from the pipes, appliances or plumbing works of the Owner's premises or from any other cause whatsoever, unless caused by or due to the gross negligence of the Owner. The Owner shall not be liable for damage caused by any other person to the bicycle store in the Bicycle Room, or for any latent defect in the Bicycle Room.

Licensee agrees to indemnify the Owner and its agents and to hold the Owner and its agents harmless against any loss or liability arising out of the Licensee's use of the Bicycle Storage Space, including, but not limited to damage to property or to other persons. Such indemnity shall include the obligation to defend any claim at the Licensee's expense at the time the claim is made. The Owner may repair all damage or injury to the Bicycle Room or the Building in which it is located, or to its appurtenances, fixtures or equipment, at the expense of the Licensee to the extent the damage was caused by the Licensee or Licensee's servants, employees, agents or visitors.

5. **"As Is" Condition: Alterations and Keys.** Licensee hereby accepts the Bicycle Storage Space in its current "as is" condition. Licensee shall not require Owner to paint the Bicycle Room nor to make any repairs or alterations thereto. Licensee shall make no alterations, modifications, or additions to the Bicycle Room or the Bicycle Storage Space unless Licensee has obtained the prior written consent of the Owner. It is the responsibility of the Licensee to install a lock on bicycle. The lock placed on the bicycle shall be installed at the sole expense of Licensee. Licensee shall, upon request, provide Owner with a duplicate key or combination number for each lock installed on the bicycle after such installation. Owner may relocate bike, which may include breaking of lock if key or combination is not provided, if bike is improperly stored or access to building areas is blocked by bike.
6. **Damage.** In case of damage to the Bicycle Room by fire or other casualty, the term of this License shall terminate immediately. In such case, Licensee shall promptly remove Licensee's bicycle and the License Fee shall be adjusted to the time of destruction or damage.
7. **End of Term.** On the last day of the term of this Agreement Licensee will remove the bicycle from the Bicycle Room. Any personal property not removed on the last day of the term can be disposed of by the Owner in any manner it sees fit, at the sole cost and expense of Licensee, or by any means provided by law. If Licensee remains in possession of the Bicycle Storage Space after the first day of the month a License Fee shall be imposed for the entire term. However, the payment and/or acceptance of such fee shall not be deemed acquiescence to Licensee's continued occupancy of the Bicycle Room.
8. **No Assignment or Transfer.** The Licensee may not assign this Agreement or permit the Bicycle Storage Space to be used by any other person without prior written consent of the Owner in each instance, which consent may be withheld in the sole discretion of the Owner.
9. **Access for Repairs; Right to Move Bicycle Room.**
 - (a) There shall be no abatement of the License Fee for loss of use, or any liability on the part of the Owner by reason of inconvenience, annoyance or injury to business arising from the making of any repairs or alterations to any portion of the Building or the Bicycle Room. The Owner shall not be liable for failure to make repairs or improvements to any



portion of the Bicycle Room.

- (b) The Owner shall have the right, at any time, to move the Bicycle Room to any other location within the Building in which the Bicycle Room is currently located on 10 days notice, unless the Bicycle Room must be moved to another location as a result of an emergency, in which case no notice shall be required.
 - (c) The Owner may at any time change Licensee's assigned Bicycle Storage Space to another on giving thirty (30) days prior written notice of such change.
 - (d) Bicycles are not permitted to be parked in unmarked spaces. Bicycles improperly stored may be moved.
10. Notices. Any notice which the Owner may desire or be required to give to the Licensee shall be deemed sufficiently given if in writing delivered to the Licensee personally or by registered or certified mail to the Licensee at the address stated in this License. Any notice by the Licensee to the Owner must be given by registered or certified mail addressed to the Owner care of its agent.
 11. Rules and Regulations. The Owner may make such rules and regulations with regard to the use of the Bicycle Room, as it, in its sole discretion, shall deem necessary or desirable and the Licensee, for himself, his family, servants, employees, agents, and visitors shall observe or cause to be observed faithfully and comply or cause compliance strictly with such rules and regulations as may be made by the Owner from time to time. Noncompliance with such rules and regulations shall be deemed a substantial violation of this Agreement.
 12. Default. Licensee shall be in default under this Agreement if Licensee violates any of its obligations under this Agreement or the rules promulgated hereunder, and fails to cure the violation within five (5) days after notice. Upon such default, the Owner shall be entitled to terminate this Agreement on three (3) days notice, after which the Owner may remove and dispose of Licensee's personal property from the Bicycle Room, at Licensee's expense, in any manner the Owner deems appropriate or by summary proceedings or by any other applicable provision of law. Licensee shall be liable for any costs incurred by the Owner (including legal fees) in enforcing its rights under this Agreement.
 13. Owner Not a Bailee. The Owner is not in the business of storing property, nor is the Owner in the business of leasing or licensing space for others to store their property. It is the intention of the Owner and the Licensee that their relationship at all times be deemed that of Owner and Licensee with respect to the Bicycle Room and the Bicycle Storage Space. The License Fee is based on the fact that the Owner has absolutely no duty or obligation to perform with respect to the contents of the Bicycle Room, and has no care, custody or control over the contents of the Bicycle Room. The Owner shall not be regarded as a bailee or custodian of the Licensee's personal property. The Owner has no obligations toward the Licensee, and makes no warranties, representations or guarantees, either expressly or which may be implied by law.
 14. Other Events of Termination. In addition to the other conditions of termination set forth in this Agreement, this License shall expire immediately if Licensee shall cease to be a tenant of the Building.
 15. Subordination. This License is subject and subordinate to all ground and underlying leases and to all mortgages, which may now or hereafter affect the License or the real property of which the Bicycle Room is a part. This License is further subject and subordinate to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This provision shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessee or by any mortgagee affecting any License or the real property of which the Bicycle Room is a part. In confirmation of such subordination, Licensee shall execute, within five (5) days after presentment, any certificate that the Owner may request.
 16. Severability. If any provision of this License is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of the License shall nevertheless be binding upon the Owner and the Licensee with the same effect as though the void or unenforceable part had been severed and deleted.
 17. Entire Agreement; No Oral Modification; Prior Agreements; Interpretation. This Agreement contains the entire agreement and understanding between the Owner and the Licensee regarding the Bicycle Room and the Bicycle Storage Space. There are no oral terms, representations or conditions not expressly set forth in this Agreement. This License cannot be modified except in a written document signed by the parties hereto. This License supersedes and supplants any prior oral and written agreement between the Owner and the Licensee with regard to the Bicycle Room, all of which prior agreements, if any, are hereby terminated. This License shall be construed without regard to any custom or rule of law requiring construction against the draftsman.
 18. Waiver of Jury Trial. It is mutually agreed by and between the Owner and the Licensee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on any matter whatsoever arising out of or in any way connected with the License.
 19. E-Bikes. E bikes, E-bike batteries and gas powered vehicles are prohibited in the bike room, apartments or in common areas of the building. Charging e-bike batteries is strictly prohibited. Any e-bikes found within the building premises will be

removed immediately at Licensee's expense. Owner will not be held liable for any damage, loss or costs resulting from the removal of e-bikes.

IN WITNESS WHEREOF, the Owner and the Licensee have respectively executed this Agreement as of the date set forth above.

- ☐ I/We chose to enter into a Bicycle Room License Agreement
- ☒ I/We chose not to enter into a Bicycle Room License Agreement

Atlantic Property Owner LP c/o Frontgate Management Inc

 **Signed by Brian William Whalen**
Tue Aug 26 2025 06:20:18 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)	Date	(Landlord)	Date
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 **Signed by Chase Edward Fitzgerald**
Tue Aug 26 2025 08:27:16 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant)	Date
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RIDER TO LEASE

Class Action Waiver

ADDITIONAL CLAUSE ATTACHED TO AND FORMING A PART OF THE LEASE DATED **DECEMBER 24, 2025** BETWEEN **PROSPER BROOKLYN** (LANDLORD) AND **BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD** (TENANT) REGARDING APARTMENT **#16G** IN THE BUILDING LOCATED AT **1042 ATLANTIC, BROOKLYN, NY 11238** (SUBJECT PREMISES).

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

CLASS ACTION WAIVER: You agree that you hereby waive your ability to participate either as a class representative or member of any class action claim(s) against us or our agents. While you are not waiving any right(s) to pursue claims against us related to your tenancy, you hereby agree to file any claim(s) against us in your individual capacity, and you may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). Accordingly, you expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us or our agents in any forum. Any claim that all or any part of this Class Action waiver provision is unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction. You understand that, without this waiver, you could be a party in a class action lawsuit. By signing this lease, you accept this waiver and choose to have any claims decided individually. The provisions of this section shall survive the termination or expiration of this lease.

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen
Tue Aug 26 2025 06:20:37 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.133

Brian William Whalen (Tenant)

Date

(Landlord)

Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:27:23 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED AUGUST 26, 2025 BETWEEN PROSPER BROOKLYN (LANDLORD) AND BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD (TENANT) REGARDING APARTMENT 16G IN THE PREMISES LOCATED AT 1042 ATLANTIC, BROOKLYN, NEW YORK 11238 . 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, Brian William Whalen and Chase Edward Fitzgerald (hereinafter "Tenant") has requested of **PROSPER BROOKLYN** , the Owner of the premises known as and located at **PROSPER BROOKLYN, 1042 ATLANTIC AVE, Brooklyn, NY 11238-3207**, (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 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
- (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 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 or warrants an abatement in tenant's rent, 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
- (E)** agrees to provide access to the premises, on reasonable prior notice, when such is requested by Owner.

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

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

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen

Tue Aug 26 2025 06:20:57 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.133

Brian William Whalen (Tenant)

Date

(Landlord)

Date



Signed by Chase Edward Fitzgerald

Tue Aug 26 2025 08:27:35 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (Tenant)

Date

EARLY OCCUPANCY AGREEMENT

Re: Consent for Early Occupancy of Premises located at 1042 Atlantic #16G, Brooklyn, NY 11238 for Brian William Whalen and Chase Edward Fitzgerald ("Tenant").

This is to acknowledge that, as Tenant, you have entered into a lease for the above referenced Premises for a 1 year and 4 months term. This rider shall permit you, commencing on October 24, 2025 to enter into possession of such Premises in advance of December 24, 2025, the lease commencement date.

The reason for this early occupancy is to accommodate your request to take possession of said apartment prior to your approved lease commencement date. This benefit shall not apply to any renewal or extension of this Lease Agreement.

It is expressly agreed and understood that this early occupancy will be subject to the same terms and conditions as contained in the lease except for the provisions relating to the payment of rent. Tenant's rent obligation will commence on the commencement date of the lease.

It is also expressly agreed and understood that the provisions of this early occupancy permit are expressly limited to the period of time commencing October 24, 2025 and terminating on December 23, 2025.

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

PROSPER BROOKLYN

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen
Tue Aug 26 2025 06:22:10 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)Date

(Landlord)Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:27:40 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (Tenant)Date

ELECTRONIC SIGNATURE (E-SIGNATURE) DISCLOSURE

TERMS:

I hereby assert that I am authorized to Electronically Sign any and all leasing documents including, but not limited to, Lease Application, Community Welcome Letter, Community Lease, Community Forms/Addendums (if applicable). In addition, I certify that the electronic signature that I provide on any of the aforementioned forms, is my own identity, and no identity other than my own. In the event that I have electronically signed any aforementioned form as an identity other than my own, any and all forms will be considered void. **I understand that if I intentionally provide an electronic signature as an identity other than my own, I am committing fraud.**

I understand that by initialing this eSignature Disclosure & Agreement, I will be Electronically Signing these documents.

By consenting to receive this agreement electronically, you agree to provide us with the correct information (such as current email address) necessary to communicate with you electronically. This information will also be used to verify your identity. **I understand that if I intentionally provide incorrect information, so that I am able to sign as an identity other than my own, I am committing fraud.**

Electronic Signature (e-Signature): You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You consent and agree that your use of keypad, mouse, or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your eSignature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your eSignature or resulting contract between you and **PROSPER BROOKLYN**, its successors and predecessors, assignees, parents, subsidiaries, affiliates, divisions, departments, related entities, employees, directors, officers, agents, representatives, direct or indirect ownership entities of their owned or managed properties and related companies. You also represent that you are authorized to enter into this Agreement.

You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you. You agree to verify your identity before providing an electronic signature. **You understand that providing any electronic signature as any identity but your own will void any form which is mentioned herein, as well as any form electronically signed.**

Your Consent is **"required"**: By initialing below, you are agreeing to receive documents as described by the above "Terms" electronically.

"The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of legal effect, validity, enforceability, and admissibility. The parties agree that the identity indicated by the electronic signature is the identity of the person providing this signature."

Resident Acknowledgement:

RESIDENT INITIALS:

Initial:  



Signed by Brian William Whalen
Tue Aug 26 2025 06:22:25 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.153

Brian William Whalen (Tenant)Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:27:54 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (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.



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 [NYC.gov/fairchancehousing](https://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.



**RIDER TO LEASE
REAL PROPERTY LAW § 231-B
FLOOD HISTORY AND RISK NOTICE**

Any or all of the leased premises:

- Is ☐ / is not ☒ located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- Is ☐ / is not ☒ located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain"), according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- Is ☐ / is not ☒ located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain"), according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.

Any or all of the leased premises:

- Has ☐ / has not ☒ experienced prior flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow.
- The nature of any such prior flood damage is as follows:

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

Tenant(s) hereby consents, acknowledges, understands and agrees to the provisions stated in this rider:

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen
Tue Aug 26 2025 06:22:50 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.153

Brian William Whalen *(Tenant)*

Date

(Landlord)

Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:28:14 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald *(Tenant)*

Date

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

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

I, **PROSPER BROOKLYN** (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.

Atlantic Property Owner LP c/o Frontgate Management Inc

(Landlord)

Date

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

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

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

Tenants should:

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

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

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

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



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



nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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

Landlords must:

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

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



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



nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED AUGUST 26, 2025 BETWEEN PROSPER BROOKLYN (LANDLORD) AND BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD (TENANT) REGARDING APARTMENT 16G IN THE PREMISES LOCATED AT 1042 ATLANTIC, BROOKLYN, NY 11238 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT UNDER THE LEASE.

LEASE RENEWAL RESPONSE RIDER

This Lease Renewal Response Rider (hereinafter this "Rider") is attached to and forms a part of the lease between PROSPER BROOKLYN ("Landlord") and Brian William Whalen and Chase Edward Fitzgerald ("Tenant"), which lease (hereinafter the "Lease") was originally made as of or extended as of December 24, 2025 and is for Apartment 16G (the "Apartment") in the building located at 1042 Atlantic, Brooklyn, NY 11238.

It is understood that unless otherwise required by law, Landlord has no obligation to offer to renew or extend this Lease for the Apartment. Landlord may, in its sole discretion, offer to renew or extend the Lease on such terms and conditions and for such rental amount as Landlord determines.

In the event that the Landlord offers to renew or extend the Lease, such offer will typically be delivered to Tenant approximately ninety (90) days prior to the expiration of the current lease term. It is important that Tenant promptly inform Landlord of Tenant's decision to accept or not accept such offer. Therefore, Tenant must respond to Landlord's offer in writing no later than sixty (60) days before the lease expiration, either accepting or declining Landlord's offer. In the event that Tenant fails to respond to Landlord's offer within thirty (30) days of receipt thereof, the offer will be deemed rescinded, and if Tenant later seeks to enter into a renewal or extension of the Lease and Landlord agrees to it, Landlord may modify or revise the initial terms and conditions previously offered, including but not limited to the rental rate.

In the event that the Tenant declines Landlord's renewal or extension offer in writing, Landlord shall reserve the right to access and show the Apartment to prospective tenants beginning up to sixty (60) days prior to the expiration of the current Lease Term, upon reasonable prior notice to Tenant

This rider does not constitute, and shall not be interpreted as, a guarantee or obligation of the part of Landlord to offer a lease renewal or extension.

Atlantic Property Owner LP c/o Frontgate Management Inc

 Signed by Brian William Whalen
Tue Aug 26 2025 06:23:04 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant) Date (Landlord) Date

 Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:28:46 PM EDT
Key: 714BE110; IP Address: 23.47.58.133

Chase Edward Fitzgerald (Tenant) Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED AUGUST 26, 2025 BETWEEN PROSPER BROOKLYN (LANDLORD) AND BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD (TENANT) REGARDING APARTMENT 16G IN THE PREMISES LOCATED AT 1042 ATLANTIC, BROOKLYN, NY 11238 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT UNDER THE LEASE.

MOVE OUT RIDER

Returning Keys: Tenant is responsible for returning the keys on or before the lease expiration date. Keys must be returned by 5:00 PM on the last date of the lease term. If tenant fails to return the keys on the last day of the agreement, tenant will be charged a per diem surcharge in addition to the daily rent charge. If keys are not returned within five (5) days following the lease expiration, tenant will be charged for the full month's rent.

Apartment Condition: Tenant must leave the apartment in the same condition as the apartment was rented. The apartment must be fully emptied and swept clean. All appliances must also be left in the same cleaned condition as when taken. Any cleaning costs that might come up for landlord at move out can be deducted from the security deposit.

Repairs: If the tenant has hung up any pictures or mirrors on the wall, he/she must repair it at move out to its original condition. Any costs that come up in repairing holes from pictures will be deducted from security deposit.

Notification: If there are any problems at move in that might come up at move out, tenant should report it to landlord in writing at move in to avoid being charged from security deposit.

Security Deposit: Tenant is required to pay all Rent and any other outstanding charges in full prior to move-out. Landlord will return security deposit within 60 days after move out, in accordance with applicable law. The following items may result in deductions from the security deposit:

- Any unpaid Rent, late fees, legal fees, or other charges due under the Lease;
- Costs of cleaning the Apartment, including disposal of any items or debris left behind;
- Repair or replacement costs for any damage beyond normal wear and tear, including damage to walls, floors, fixtures, appliances, or cabinetry;
- The cost to repair holes, patch walls, or remove adhesives or mounting materials;
- Repainting costs, including a \$600.00 per room repainting charge if any rooms are not returned in the original paint color or a color pre-approved by Landlord at move-in;
- Costs to restore missing or damaged keys, fobs, remotes, or access devices;
- Any other reasonable costs incurred by Landlord to restore the Apartment to the condition it was in at the beginning of the Lease term.

Showings Tenant is required to provide Owner/Broker access to show the Apartment 60 days prior to lease expiration, upon reasonable notice.

Atlantic Property Owner LP c/o Frontgate Management Inc

 Signed by Brian William Whalen
Tue Aug 26 2025 06:23:30 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant) Date (Landlord) Date

 Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:30:08 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (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



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** 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) **Brian William Whalen and Chase Edward Fitzgerald** acknowledge receipt of a copy of this disclosure form:

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



Signed by Brian William Whalen

Tue Aug 26 2025 06:23:55 PM EDT

Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)

Date



Signed by Chase Edward Fitzgerald

Tue Aug 26 2025 08:30:17 PM EDT

Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant)

Date



MANDATORY LEASE RIDER UNDER LOCAL LAW 2017/147: SMOKING POLICY

of PROSPER BROOKLYN - 1042 ATLANTIC AVE, Brooklyn, NY 11238-3207

Definitions

Smoking: The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, or other product containing any other non-prescription substance in any manner and in any form.

Electronic Cigarette: The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e- pipes or under any product name.

Policy

As provided under New York City Local Laws 2013/152, 2016/042, and 2017/141; as well as other applicable laws and regulations; smoking (tobacco or any other substance) and electronic cigarette use ("vaping") are strictly prohibited in all common areas of this property, including, but not limited to the community room, lounge, laundry room, walkways, parking lots, playgrounds, driveway, lawn and garden areas, and courtyard.

Smoking and electronic cigarette use are permitted in private areas of this property, whether enclosed or unenclosed. However, smoking and electronic cigarette use are only permitted in private areas of this property so long as such conduct does not rise to the level of a nuisance, i.e., does not interfere with any other tenant's quiet enjoyment of the property.

This Smoking Policy applies equally to all owners, tenants, sub-tenants, guests, licensees, live-in employees, and service workers.

Application

1. This Smoking Policy applies equally to all Owners, Tenants, sub-tenants, other residents, guests, licensees, live-in employees, and service workers.
2. Tenant is a party to a written Lease with Property Owner/Manager (the Lease). This Smoking Policy Rider consists of additional terms, conditions, and rules that are incorporated into the Lease. A breach of the Smoking Policy Rider shall give each party all the rights enumerated below, as well as the rights provided for in the rest of the Lease and its riders and addenda.
3. Tenant to Promote Smoking Policy and Alert Owner/Manager of Violations: Tenant shall inform Tenant's sub-tenants, other residents, guests, licensees, live-in employees, and service workers of this Smoking Policy. Further, Tenant shall promptly give Property Owner/ Manager a written report, via electronic or other means, should secondhand smoke from a source within the building ever permeate the Tenant's dwelling.
4. Owner/Manager to Promote Smoking Policy: Owner/Manager shall post no-smoking signs at entrances and exits, in common areas, in corridors, and in conspicuous places on the grounds of the property.
5. Owner/Manager Not a Guarantor of Smoke-Free Environment: Tenant acknowledges that the adoption of this Smoking Policy at **PROSPER BROOKLYN** does not make the Owner/Manager or any of its agents the guarantor of Tenant's health or of the condition of Tenant's unit and the common areas. However, Owner/Manager shall take reasonable measures to enforce the smoking policy terms of its leases. Owner/Manager is not required to take steps in response to smoking unless Owner/Manager actually knows of said smoking or has been given written notice of said smoking, which Owner/Manager is then able to confirm.
6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement to Abide by This Smoking Policy: Tenant agrees that all other Tenants at **PROSPER BROOKLYN** are third-party beneficiaries of Tenant's written consent to the terms of this Rider. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to sue for the eviction of another Tenant. Any suit between Tenants herein shall not create a presumption that the Owner/Manager breached this Rider. Nor shall Owner/Manager be liable to Tenant for any breach of **PROSPER BROOKLYN's** Smoking Policy by any non-party to this Lease and Rider, whether framed as a claim of negligence, trespass, breach of the covenant of quiet enjoyment, nuisance, breach of the warranty of habitability, or any other claim in law or in equity.
7. Effect of Breach and Right to Terminate Lease: A breach of this Rider shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Rider by Tenant shall be a substantial breach of the Lease and grounds for termination of the Lease by Owner/Manager. Owner/Manager acknowledges that the failure of Owner/Manager to respond to a confirmed report by Tenant of breach of this Smoking Policy shall be treated as equivalent



- to failure to respond to a request for maintenance.
8. Disclaimer by Owner/Manager: Tenant acknowledges that Owner/Manager's adoption of this Smoking Policy does not in any way alter the standard of care that Owner/Manager owes to Tenant, to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Manager specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality compared to any other residential property. Owner/Manager cannot and does not warranty or promise that the premises or common areas will be free of secondhand smoke. Tenant acknowledges that Owner/Manager's ability to police, monitor, and enforce this Smoking Policy is largely dependent upon voluntary compliance by Tenant and Tenant's sub-tenants, other residents, guests, licensees, live-in employees, and service workers. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are hereby put on notice that Owner/Manager does not assume any higher duty of care to enforce this Rider than any other obligation inuring to Owner/Manager under this Lease.
9. Effect on Current Tenants: Tenant acknowledges that, under Local Law 2017/147, this Smoking Policy will not be contractually enforceable against rent-stabilized and rent-controlled tenants of **PROSPER BROOKLYN** who are in occupancy at the time of the adoption of this Smoking Policy. Nor will tenants residing at **PROSPER BROOKLYN** under a prior lease be immediately subject to this Smoking Policy. As new tenants take occupancy and existing unregulated tenants enter into new leases, this Smoking Policy will become binding upon them.

Enforcement

1. Each Tenant agrees to be personally bound by this Smoking Policy, and to be jointly and severally liable to Owner/Manager for any breach thereof.
2. Each Tenant agrees to be personally responsible for the enforcement of this Smoking Policy with respect to all sub-tenants, other residents, guests, licensees, live-in employees, and service workers whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
3. Each Tenant agrees to be jointly and severally liable to the Owner in an action at law to recover the full dollar amount of any fine or penalty assessed against the Owner by any New York State or New York City government agency for a violation of any statute, local law, or regulation relating to smoking or electronic cigarette use in any area of this property, where such violation is a direct result of the conduct of the Tenant, or of any sub-tenant, other resident, guest, licensee, live-in employee, or service worker whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
4. Each Tenant agrees to be jointly and severally liable for any breach of this Smoking Policy by any sub-tenant, other resident, guest, licensee, live-in employee, or service worker whom the Tenant may suffer or permit to visit, stay at, or live at the Premises.
5. Owner will take all appropriate and lawful enforcement measures, should any person violate the terms of this Smoking Policy, as stated above.

ACKNOWLEDGEMENT BY TENANT(S)

I hereby acknowledge that I understand, and agree to without reservation, the Smoking Policy (Definitions, Policy, Application, and Enforcement) set forth above and made part of the Lease.

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen
Tue Aug 26 2025 06:26:00 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.153

Brian William Whalen (Tenant)Date

(Landlord)Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:30:33 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant)Date

NOTE

Although the New York City Administrative Code only bans smoking and “vaping” in common areas of multiple dwellings, owners are free to adopt a policy and a matching lease rider that also prohibits smoking and vaping in private areas, i.e., tenants’ own dwelling units. The policy may also, for instance, restrict certain types of smoking or vaping to certain portions of the dwelling unit, and/or certain hours.

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.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION
STREET: 1042 Atlantic
UNIT OR APARTMENT NUMBER: 16G
CITY/TOWN/VILLAGE: Brooklyn
STATE: NY
ZIP CODE: 11238

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

- ☐ YES
☒ NO

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

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

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

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

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

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

4. **IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)**

- A. ☐ This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER

ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

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

grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence(good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

- L. ☐ The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):
- M. ☐ The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):
- N. ☐ The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent(good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):



Signed by Brian William Whalen
Tue Aug 26 2025 06:27:04 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)

Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:30:55 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant)

Date

NO SMOKING RIDER

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **August 26, 2025** between **PROSPER BROOKLYN** ("Owner"), and **Brian William Whalen and Chase Edward Fitzgerald** as Tenant(s) ("Tenant"), for Apartment **#16G** ("Apartment") in the premises located at **1042 ATLANTIC AVE, BROOKLYN, NY 11238-3207** ("Building") (collectively, the "Lease").

WHEREAS, 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.

- 1. Due to the health risk involved with smoking, and the difficulty in controlling the movement of smoke in a multiple floor apartment building, Owner has instituted a no-smoking policy at the Building.
- 2. The term "smoking" is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, pipe, cigarette, other tobacco product, or cannabis, or any other similar product in any manner or in any form, as well as the use of any e-cigarette, vaporizer or similar product in any form.
- 3. Tenant acknowledges that smoking of any kind is not allowed in the Apartment, any common area of the Building and within a **20** foot radius around the Building. As a material inducement of Owner entering into the Lease and its riders, Tenant represents that Tenant will not smoke in the Apartment, any common area of the Building and within a **20** foot radius around the Building.
- 4. As a material inducement of Owner entering into the Lease and its riders, Tenant acknowledges that it is Tenant's responsibility to ensure that Tenant, Tenant's occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant comply with the no smoking policy. As a material inducement of Owner entering into the Lease and its riders, Tenant represents it will advise any occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant of the Apartment or Building of the no-smoking policy. Tenant understands that Tenant will be responsible for the actions of its occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant should they violate the no smoking policy, as if it was Tenant who violated the no smoking policy.
- 5. Tenant further acknowledges that in the event of any violation of the Building's no smoking policy, then the Tenant shall be in violation of substantial obligations of its tenancy and of the Lease. Owner shall have all of the rights and remedies available to it as set forth in the Lease and any of its riders, including but not limited to the termination of the Lease and tenancy.
- 6. In addition to Owners' rights to terminate the lease and tenancy based on a violation of this clause, Owner, in its sole discretion, shall have the right to impose a penalty in the amount of **\$500.00** for a first offense and **\$1,000.00** for each subsequent offense.
- 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 failure or inability to enforce or 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 the Lease.
- 8. Tenant understands that Owner may choose, in its sole discretion, to take action or not take action against a specific tenant, group of tenants, specific occupant or group of occupants.
- 9. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.
- 10. 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. No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen
Tue Aug 26 2025 06:27:50 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.133

Brian William Whalen (Tenant)Date

(Landlord)Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:31:35 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (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 **718-388-5553**, or by e-mailing office@frontgateny.com*. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.*

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

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

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);

Changes to your housing provider's rules, policies, practices, or services;

Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

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

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.

If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.

If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

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

Public and common areas must be readily accessible to and usable by persons with disabilities;

All doors must be sufficiently wide to allow passage by persons in wheelchairs; and

All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

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

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.



Signed by Brian William Whalen
Tue Aug 26 2025 06:28:01 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.133

Brian William Whalen (Tenant)

Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:31:44 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant)

Date

* 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.

RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISION OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

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

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

Name of Occupants	Relationship to Tenant	Date of Birth
Brian William Whalen (Tenant)	Self	6/25/1988
Chase Edward Fitzgerald (Tenant)	Self	4/19/1987

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

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Atlantic Property Owner LP c/o Frontgate Management Inc

 Signed by Brian William Whalen
Tue Aug 26 2025 06:28:20 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant) Date (Landlord) Date

 Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:35:13 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (Tenant) Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED DECEMBER 24, 2025 BETWEEN PROSPER BROOKLYN (LANDLORD) AND BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD (TENANT) REGARDING APARTMENT 16G IN THE PREMISES LOCATED AT 1042 ATLANTIC, BROOKLYN, NY 11238. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

ADDENDUM TO RENTAL AGREEMENT
OVERNIGHT SUBLEASE PROHIBITION

This Addendum to the Lease, without limiting any of Owner's rights or remedies, further supplements and defines the requirements and prohibition maintained in the Lease by and between Owner and Tenant and further restricts Tenant from subletting (or renting) all or any portion of the Apartment to a third party, whether for an overnight use or for the remainder of the lease term or for any short or long term duration, without the prior written consent of the Owner in each and every instance. This prohibition applies to overnight stays arranged on Airbnb.com, VBRO, Splicer, Homeaway, or other similar internet sites.

Tenant is responsible for and shall be held liable for any losses or damage that Owner may incur as a result of any such subletting in breach of the terms of the Lease and this Addendum.

Atlantic Property Owner LP c/o Frontgate Management Inc

 Signed by Brian William Whalen
Tue Aug 26 2025 06:28:28 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant) Date (Landlord) Date

 Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:35:41 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (Tenant) Date

PET POLICY ACKNOWLEDGEMENT

This is to acknowledge that I was informed of the pet policy at PROSPER BROOKLYN.

I acknowledge that I must seek written approval from the Owner prior to obtaining and bringing any pet into my Apartment. Should I receive approval for a pet, I will follow the rules and regulations pertaining to having a pet in my Apartment, as set forth in my lease, the riders thereto, and any other rules or regulations adopted by the Owner. If, in the Owner's sole opinion, my pet becomes a nuisance, permission to have a pet in my Apartment may be revoked.



Signed by Brian William Whalen
Tue Aug 26 2025 06:28:33 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen *(Tenant)*

Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:35:44 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald *(Tenant)*

Date

PET RIDER TO LEASE

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED DECEMBER 24, 2025 BETWEEN PROSPER BROOKLYN AS LANDLORD AND BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD AS TENANT(S) FOR APT. 16G AT 1042 ATLANTIC AVE, BROOKLYN, NY 11238-3207.

IN THE EVENT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THE PRINTED LEASE FORM, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES THAT THE PROVISIONS OF THIS RIDER SUPERCEDE SUCH PRINTED LEASE FORM, SUCH THAT SAID PRINTED LEASE FORM IS DEEMED MODIFIED HEREBY.

1. Upon Owner's counter-signing and delivery of this Rider to Tenant, Owner confirms that it permits Tenant to harbor only the below identified pet(s) in the Apartment upon Tenant's full compliance with the following terms and conditions, which terms and conditions are each hereby agreed to by Tenant:

No pets have been authorized at this time.

TERMS AND CONDITIONS:

- a) Owner shall charge the following pet rent: **\$0.00 per pet.**
 - b) At all times, Tenant shall be entitled to harbor only two pet(s).
 - c) The following breeds shall not be permitted: **Rottweilers, Doberman, Pitbull, German Shephard variety, mixed or pedigreed.**
 - d) The pet must not be a nuisance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building as determined by Owner in its absolute and sole discretion.
 - e) Tenant shall carry or leash the pet whenever the pet leaves the Apartment and enters any public/common area of the Building.
 - f) Under no circumstances may Tenant harbor any pet other than, in lieu of, or in replacement of the pet specifically described above; and
 - g) Under no circumstances may Tenant harbor any pet in the Apartment without Tenant having received Owner's specific written approval prior thereto.
2. Tenant represents that Tenant shall fully comply with the terms and conditions set forth in paragraph 1 of this Rider.
 3. Tenant warrants and represents that, in the event Tenant breaches the terms of this Rider, Tenant acknowledges that such breach constitutes a material breach of a substantial obligation of the Lease, and this Rider shall be immediately rendered null and void and Owner may commence legal proceedings against Tenant in order to remove any pets from the Apartment or enforce the breach of lease, at the Owner's option.
 4. Tenant further represents that the pet is peaceful in nature, the pet weighs a maximum of **50 lbs. at full growth**, 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.
 5. All pets must be housebroken. Pets must never be allowed to urinate or defecate in or on landscaped areas, planters, or on building property. Any damages caused by a pet shall be applied to Tenant's rent bill as "Additional Rent." Failure to pay "Additional Rent" shall constitute a default under the Lease, which shall permit the Owner to utilize the Tenant's security deposit in accordance with paragraph 4 of the Lease. In such event, Tenant shall be required to replenish the security deposit in accordance with paragraph 4 of the Lease.
 6. All pets must be licensed by the ASPCA, have appropriate yearly shots and be examined regularly by their veterinarian.
 7. 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.
 8. This Rider shall be deemed to be incorporated into and is made a part of the Lease.
 9. Tenant does hereby agree and covenant to indemnify and hold harmless, Owner and its executors, administrators, agents, employees, successors and assigns from any and all claims, demands actions, causes of action, suits at law or equity, damages, costs, expenses and losses of any kind or nature whatsoever which may hereafter arise out of or from Tenant's pet.

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

Atlantic Property Owner LP c/o Frontgate Management Inc

 **Signed by Brian William Whalen**
Tue Aug 26 2025 06:28:41 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen *(Tenant)* *Date*

Date
(Landlord)

 **Signed by Chase Edward Fitzgerald**
Tue Aug 26 2025 08:36:03 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald *(Tenant)* *Date*

RIDER TO LEASE
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 DECEMBER 24, 2025, BETWEEN PROSPER BROOKLYN, THE OWNER OF THE BUILDING, AND BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD 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 26th day of August 2025, by and between PROSPER BROOKLYN, the owner ("Owner") of the premises known as and located at 1042 Atlantic, Brooklyn, NY 11238 ("Building") and Brian William Whalen and Chase Edward Fitzgerald, the tenant ("Tenant") of Apartment 16G ("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.

Atlantic Property Owner LP c/o Frontgate Management Inc

 Signed by Brian William Whalen
Tue Aug 26 2025 06:28:46 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant) _____ Date _____ (Landlord) _____ Date _____

 Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:36:12 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (Tenant) _____ Date _____

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.



Signed by Brian William Whalen

Tue Aug 26 2025 06:28:58 PM EDT

Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)

Date



Signed by Chase Edward Fitzgerald

Tue Aug 26 2025 08:36:19 PM EDT

Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (Tenant)

Date

Occupant: Keep one copy for your records

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED August 26, 2025 BETWEEN PROSPER BROOKLYN (LANDLORD) AND Brian William Whalen and Chase Edward Fitzgerald (TENANTS) REGARDING APARTMENT 16G IN THE PREMISES LOCATED AT 1042 ATLANTIC, BROOKLYN, NY 11238. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

SMART LOCK ADDENDUM

This document is an addendum to and forms a part of the Lease Agreement dated **December 24, 2025** between **PROSPER BROOKLYN** (Owner) and **Brian William Whalen and Chase Edward Fitzgerald** (Residents) for unit **16G** located at **1042 Atlantic, Brooklyn, NY 11238**.

Owner anticipates providing technology and devices to enable Resident to have a Smart Lock for the entry to the apartment. Because this is new a technology and changes to technology and its functionality, this technology and devices utilized to provide Smart Lock entry can be fluid, on- going, and/or discontinued. It is anticipated that the devices and technology for Smart Lock entry will be provided by a third-party provider or providers that are not owned or controlled by the Landlord.

1. **Third-Party Provider.** This Addendum shall provide authority for Owner to utilize a third-party provider (Carson) for Smart Lock technology and devices. Resident (for itself, its guests, service personnel, occupants and other similar individuals of Resident) consents and agrees to the installation, use and maintenance of this Smart Lock Technology and Devices (hereinafter Amenity). It is acknowledged and agreed Owner may determine to change providers at any time for any reason. Owner reserves this right to change or discontinue the use of Smart Lock technology or this Amenity and any such discontinuance or change shall not and cannot be considered a reduction in services provided that Resident has a means or method to securely lock and access the apartment.
2. **Upgrade Consent.** Resident consents to upgrades of the Amenity either directly or remotely by Owner or third-party provider. Resident consents to access to the Amenity to upgrade or service same and such consent is expressly given to both Owner and to third-party providers.
3. **Resident Information and Data.** Resident consents to Owner providing to the third-party provider of the Amenity data (including, without limitation, certain personally identifiable data) concerning Resident. Resident also consents to third-party provider's collection, control, maintenance, storage, processing and transmittal of such Resident information and data for purposes consistent with providing the Amenity to Resident. Resident agrees to and acknowledges that management of information or data collected will be subject to the Privacy Policy and/or Procedures of the third-party provider. Owner shall provide to Resident any documentation or information deemed necessary by Owner as to the name and address or other pertinent information related to third-party provider. Resident acknowledges receipt of such information and that Resident has had opportunity to review the Privacy Policy and that Resident fully accepts all of the terms thereof.
4. **Owner's Obligations.** Except as provided for or limited by applicable law, Owner, shall not be liable for any failures of Smart Lock or any part of the Amenity. Owner shall not be liable for any damages (actual, consequential or otherwise) related to the use, inability to use, failure, suspension, or any other related issues the Amenity, nor shall Resident be entitled to any rent reduction or credit for any failures of smart lock technology during the term of the Lease or any extension thereof. It is acknowledged and agreed that Owner does not represent or warrant that Amenity works, will always work, or will work as anticipated. Owner's sole responsibly shall be to work as a conduit for resolution of any problems with the Amenity.
5. **Hold Harmless.** Owner shall not be responsible for any damages or costs incurred by Resident resulting from the Amenity, the use or the failure thereof. Nor shall Owner be responsible for any damages to Resident due to any acts or omission of third-party provider. Resident shall hold Owner harmless for any damages related in any way to third-party provider or the Amenity.

6. Equipment Damage. Resident is responsible to notify owner within 30 days of occupying the apartment of any default of damaged smart lock equipment. Resident will be responsible for reimbursing the Owner for replacement costs of any damage incurred to equipment beyond that of normal wear-and-tear during the occupancy of the apartment.

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen
Tue Aug 26 2025 06:29:13 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (<i>Tenant</i>)	Date	(<i>Landlord</i>)	Date
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Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:36:52 PM EDT
Key: 714BE110; IP Address: 23.198.14.152

Chase Edward Fitzgerald (<i>Tenant</i>)	Date
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ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED AUGUST 26, 2025 BETWEEN PROSPER BROOKLYN (“OWNER”), _____ AS AGENT AND BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD (“TENANT”) REGARDING APARTMENT 16G (THE “APARTMENT”) IN THE BUILDING LOCATED AT 1042 ATLANTIC, BROOKLYN, NY 11238. 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 LANDLORD AND THE OBLIGATIONS OF THE TENANT.

SMOKE DETECTOR/CARBON MONOXIDE DETECTOR RIDER

This will confirm that:

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



Signed by Brian William Whalen
Tue Aug 26 2025 06:29:22 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen *(Tenant)*

Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:36:59 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald *(Tenant)*

Date

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **1042 Atlantic, 16G, Brooklyn, NY 11238**

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: _____
 - 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.

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.

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen

Tue Aug 26 2025 06:29:41 PM EDT

Key: 45BA04CE; IP Address: 23.47.58.133

Brian William Whalen (*Tenant*)

Date

(*Landlord*)

Date



Signed by Chase Edward Fitzgerald

Tue Aug 26 2025 08:37:06 PM EDT

Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (*Tenant*)

Date

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): **Brian William Whalen and Chase Edward Fitzgerald**
 Lease Premises Address: **1042 Atlantic, Brooklyn, NY 11238**
 Apartment Number: **16G** (the "Leased Premises")
 Date of Lease: **December 24, 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 SEE BELOW *

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

Acknowledgment & Signatures:

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



Signed by Brian William Whalen

Tue Aug 26 2025 06:29:51 PM EDT

Key: 45BA04CE; IP Address: 23.47.58.153

Brian William Whalen (Tenant)

Date



Signed by Chase Edward Fitzgerald

Tue Aug 26 2025 08:37:13 PM EDT

Key: 714BE110; IP Address: 23.47.58.133

Chase Edward Fitzgerald (Tenant)

Date

Atlantic Property Owner LP c/o Frontgate Management Inc

(Landlord)

Date

*** The central components of the sprinkler system are maintained and inspected monthly and annually as required by law. Logs are available in the superintendent and/or resident manager's office. No laws require maintenance and inspection of a sprinkler system within the leased premises.**

TEMPORARY AMENITY CONCESSION RIDER

IT IS HEREBY AGREED this 26th day of August, 2025, by and between PROSPER BROOKLYN (hereinafter "Owner"), owner of the premises known as and located at 1042 Atlantic, Brooklyn, NY 11238 ("subject premises") and Brian William Whalen and Chase Edward Fitzgerald (hereinafter "Tenant"), tenant of Apartment #16G in the subject premises (hereinafter "Apartment") as follows:

- 1. The parties agree that the Owner offers certain amenities at the subject premises (hereinafter "Amenities"), which include _____.
- 2. The parties agree that the cost to utilize the Amenities is \$70.00 per month, as set forth in the attached lease ("Lease") dated December 24, 2025.
 - i. During the entire term of the Lease, the monthly cost for the Amenities shall remain the sum set forth in ¶ 2 of this Rider; however, the Owner agrees to provide Tenant with the following concession, representing a temporary concession of the Amenities fee: a concession equal to \$70.00 for the _____ period from October 24, 2025 through April 23, 2027. Owner agrees to provide tenant with the following concession for the second lease year, should Tenant renew their lease, representing a temporary concession of the Amenities fee: a concession equal to \$0.00 for the _____ period from _____ through _____;
- 3. Said temporary concession is not intended as a preference to govern throughout Tenant's tenancy. Other than during the periods specified at ¶ 3 of this Rider, the full monthly Amenities fee recited in this Lease must be paid in order to satisfy Tenant's Amenities fee obligation pursuant to the Lease. It is acknowledged and agreed by the parties that the Amenities fee for any subsequent lease renewal will be based upon the Amenities fee set forth in ¶ 2 of this Rider, subject to any lawful adjustments, such that the owner's willingness and agreement to grant a temporary concession have no effect upon the full price of the Amenities fee.
- 4. 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.

Atlantic Property Owner LP c/o Frontgate Management Inc



Signed by Brian William Whalen
Tue Aug 26 2025 06:30:36 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.152

Brian William Whalen (Tenant)Date

(Landlord)Date



Signed by Chase Edward Fitzgerald
Tue Aug 26 2025 08:37:18 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant)Date

TERRACE/BALCONY RIDER

RIDER TO AND FORMING PART OF LEASE DATED AUGUST 26, 2025 BETWEEN **PROSPER BROOKLYN** AS LANDLORD, AND **BRIAN WILLIAM WHALEN AND CHASE EDWARD FITZGERALD** AS TENANT(S), FOR APT. 16G AT 1042 ATLANTIC, BROOKLYN, NY 11238.

Tenant(s) shall have and enjoy the exclusive use of the Terrace/Balcony appurtenant to the subject apartment subject to the applicable provisions of this Lease and to the use of the Terrace/Balcony to the extent herein and therein permitted. The Tenant's use thereof shall be subject to such regulations as may, from time to time, be prescribed by the Landlord. Tenant(s) shall keep the Terrace/Balcony accessible from his/her (their) apartment, free from snow, ice, leaves, rubbish and other debris and shall maintain all screens and drain boxes in good condition. Tenant(s) shall be responsible for any water damage caused to the Apartment or any other apartment or to the building, resulting from clogged drains or from any other use of the Terrace/Balcony. No planting, fences, structures or lattices shall be erected or installed on the Terrace/Balcony without prior written approval of the Landlord, which approval shall be in the sole discretion of the Landlord. Any plantings or structures erected by Tenant(s) may be removed and restored by Landlord at the expense of Tenant(s) for the purpose of repairs, upkeep or maintenance of the Building. Tenant(s) shall immediately report any unusual water accumulation to the Landlord. **Any outdoor furniture shall be of sufficient weight and/or properly anchored that wind or other weather conditions cannot move it.** Cooking including but not limited to barbecuing of any kind on the Terrace/Balcony is not permitted. Tenant(s) may not store any combustible materials on the Terrace/Balcony. **Tenant(s) may not store any umbrellas, sails, shades, hammocks, flags, signage (political and otherwise), bicycles, strollers, grocery carts, clothing, boxes, toys, garbage, cleaning products on the Terrace/Balcony. No furniture of any kind is permitted on the balcony at any time without express approval from the Landlord. Prior to requesting Landlord approval for any outdoor furniture installation, the furniture must meet required weight limits to prevent movement during high winds over 15 miles per hour.** The failure of Tenant(s) to comply with the requirements of this Rider shall constitute a substantial violation of the Lease.

Understood and Agreed to by:

Atlantic Property Owner LP c/o Frontgate Management Inc

 **Signed by Brian William Whalen**
Tue Aug 26 2025 06:32:26 PM EDT
Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)	Date	(Landlord)	Date
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 **Signed by Chase Edward Fitzgerald**
Tue Aug 26 2025 08:40:36 PM EDT
Key: 714BE110; IP Address: 23.47.58.153

Chase Edward Fitzgerald (Tenant)	Date
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NOTE: All persons named as a Tenant in the Lease must sign this Lease Rider.

NO SHORT TERM AND/OR
TRANSIENT OCCUPANCY RIDER

RIDER TO LEASE dated **August 26th, 2025**, by and between **PROSPER BROOKLYN** ("Owner") and **Brian William Whalen and Chase Edward Fitzgerald** ("Tenant"), for Apartment **16G** at the building known as and located at **1042 ATLANTIC AVE, Brooklyn, NY 11238-3207** (the "Premises").

Owner and Tenant hereby agree as follows:

- Class "A" Multiple Dwelling.** Tenant acknowledges and understands that the Premises is classified as a Class "A" multiple dwelling, as such term is defined in Section 4 of Article 1 of the New York State Multiple Dwelling Law.
- Purpose of Rider.** The parties acknowledge and understand that the State and City of New York have enacted legislation specifically recognizing the dangers inherent in allowing a Class "A" multiple dwelling to be used for transient and/or short term dwelling, and prohibiting the use of Class "A" multiple dwellings for other than permanent residence purposes.
- Definition of Permanent Residence Purposes.** Section 27-2004(8) (a) of the New York City Administrative Code provides that a Class "A" multiple dwelling may only be occupied for permanent residence purposes, which means occupancy by a tenant and/or other lawful occupant(s) for no less than thirty (30) consecutive days.
- Prohibition Against Short Term And/Or Transient Rental.** Tenant agrees and acknowledges that it is a violation of existing law and, by extension, the Lease, to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days, and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the Premises for less than a period of thirty (30) days. Tenant further covenants and agrees not to advertise the subject premises as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media.
- Effect of Breach and Landlord's Remedies.** Any breach of the provisions of this Rider shall be a material breach of the Lease and constitute grounds for immediate termination of the Lease by Owner and commencing a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein may cause irreparable damage to Owner and, therefore, in addition to all other rights and remedies of Owner as provided in the Lease, such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any penalties imposed by a municipal agency, any withholding of rent by other tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiations with Tenant, or any other tenants of the Building with respect to the foregoing.
- Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises for any period days or more without obtaining Landlord's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law.

PROSPER BROOKLYN

Atlantic Property Owner LP c/o Frontgate Management Inc

 **Signed by Brian William Whalen**
Tue Aug 26 2025 06:32:47 PM EDT
Key: 45BA04CE; IP Address: 23.47.58.133

Brian William Whalen (Tenant)

Date

(Landlord)

Date

 **Signed by Chase Edward Fitzgerald**
Tue Aug 26 2025 08:40:42 PM EDT
Key: 714BE110; IP Address: 23.198.14.133

Chase Edward Fitzgerald (Tenant)

Date



ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED August 26, 2025 BETWEEN PROSPER BROOKLYN (LANDLORD) AND Brian William Whalen and Chase Edward Fitzgerald (TENANT) REGARDING APARTMENT 16G IN THE PREMISES LOCATED AT 1042 ATLANTIC, BROOKLYN, NY 11238. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

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.

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.

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

Acknowledged, Understood and Agreed

		Atlantic Property Owner LP c/o Frontgate Management Inc	
	Signed by Brian William Whalen		
	Tue Aug 26 2025 06:33:15 PM EDT Key: 45BA04CE; IP Address: 23.47.58.153		
Brian William Whalen (Tenant)		(Landlord)	
		Date	Date
	Signed by Chase Edward Fitzgerald		
	Tue Aug 26 2025 08:40:48 PM EDT Key: 714BE110; IP Address: 23.47.58.153		
Chase Edward Fitzgerald (Tenant)			
		Date	



WINDOW GUARDS REQUIRED ANNUAL NOTICE TO TENANT OR OCCUPANT

New York City
Department of Health
and Mental Hygiene

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 him to install window guards at any time (you need not give a reason).

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

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☒ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☒ WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*
- ☐ WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER
- ☐ WINDOW GUARDS NEED MAINTENANCE OR REPAIR
- ☐ WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant Name **Brian William Whalen and Chase Edward Fitzgerald**
 Tenant's Address **1042 Atlantic #16G, Brooklyn, NY 11238**

Apt No. **16G**



Signed by Brian William Whalen
 Tue Aug 26 2025 06:33:31 PM EDT
 Key: 45BA04CE; IP Address: 23.198.14.133

Brian William Whalen (Tenant)

Date



Signed by Chase Edward Fitzgerald
 Tue Aug 26 2025 08:41:19 PM EDT
 Key: 714BE110; IP Address: 23.47.58.133

Chase Edward Fitzgerald (Tenant)

Date

RETURN THIS FORM TO:

Name of landlord (owner or managing agent): **Atlantic Property Owner LP**

Address of landlord (owner or managing agent): **433 Broadway, New York, NY 10013**

For Further Information, call 311 for 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.

