

July 31, 2025

Dear Matthew John Bergerud:

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

Agent: **Joseph George**
Apartment: **W.44H**
Rent: **\$6,850.96**
Term: **1 year, 0 months, 0 days**
Lease Dates: **August 15, 2025 to August 14, 2026**
Concession #1: One-Time Rental Concession of **\$6,850.96** to be given during **January, 2026**.
Concession #2: One-Time Rental Concession of **\$6,850.96** to be given during **June, 2026**.
Concession #3: One-Time Rental Concession of **\$1,712.74** to be given during **July, 2026**.
Source: _____

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

- | | |
|--------------------------------------|--|
| 1) Electronic Lease Offer Rider | 2) 421-a Rider To Lease |
| 3) Apartment Unseen Rider | 4) Bedbug Infestation History Disclosure |
| 5) Construction Rider | 6) Cover Letter |
| 7) DHCR Rider | 8) Fire Safety Plan |
| 9) Flood History and Risk Rider | 10) Gas Leak Notice |
| 11) House Rules | 12) Indoor Allergen Tenant Pamphlet |
| 13) Lease Offer Notice | 14) Pet Rider |
| 15) Reasonable Accommodation Rider | 16) Rent Concession Agreement |
| 17) Residential Portfolio Abstract | 18) Smoke Detector Rider |
| 19) Stove Knob Covers | 20) Submetering Lease Rider |
| 21) Vacancy Lease - Offer of Terms | 22) Window Guards |
| 23) Sprinkler Disclosure Lease Rider | 24) Indoor Allergen Hazard Notice |
| 25) W-8 / W-9 | |
- 26) Payment in the form of certified check, bank check or money order for the following: **\$6,850.96** representing the first month's rent payable to **American Copper Building LLC** and **\$6,850.96** representing the security deposit payable to **American Copper Building LLC**.

Sincerely,

The Copper

Owner to give consent. Tenant will not make any claim against Owner for money or subtract any sum from the Rent because such consent was not given. The terms of this paragraph shall not require Owner to grant any consent if Owner is not required to do so.

59. BROKER

Tenant represents that (A) no broker brought about this Lease, or (B) if a broker did, in fact, bring about this Lease, Tenant (unless otherwise agreed between Owner and such broker) has agreed with the broker to pay the broker's commission, and Tenant agrees to indemnify and hold Owner harmless from any such commission claim made by any broker in connection with this Lease, including, without limitation, indemnifying and holding Owner harmless for the reasonable attorney's fees, costs and disbursements incurred by an attorney of Owner's choice in connection with such claim.

60. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION

If any term, covenant, condition, or provision of this Lease or Rider shall be invalid, illegal or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid, illegal or unenforceable, shall not be affected thereby, and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and enforceable to the fullest extent permitted by law.

61. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent from Tenant for the Apartment at any particular time. "Owner" includes the owner of the land or Building, a lessor, or sublessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The term "Tenant" means the person or persons signing this Lease as Tenant and the approved successors and approved assigns of the signer, all of whom are jointly and severally responsible and liable. This Lease has established a tenant-landlord relationship between Tenant and Owner.

62. HOUSE RULES

The attached House Rules are incorporated as if fully set forth herein. Tenant agrees to fully adhere to all House Rules. Violation of any of the House Rules constitutes a breach of the Lease. Owner may, in its sole discretion, commence legal proceedings to enforce the House Rules.

63. MISCELLANEOUS

- A. In any dispute under this Lease, in the event of a conflict between the text and a caption, the text controls. Words and phrases in the singular will be deemed to include the plural and vice versa, and all terms will be deemed to be gender neutral.
- B. This Lease shall be deemed to have been made in the City and State of New York. Tenant's and Owner's rights and obligations shall be determined in accordance with the internal laws of the State of New York. Tenant shall submit to personal jurisdiction of the courts of the State of New York whose jurisdiction shall be exclusive in any action or proceeding arising out of this Lease or any other agreement or relationship between Tenant and Owner.

THE PARTIES, UNDERSTANDING THEIR AGREEMENTS AND OBLIGATIONS UNDER THIS LEASE, HAVE SIGNED THIS LEASE AND AGREE TO BE BOUND BY THE PROVISIONS HEREOF.

IT IS AGREED AND UNDERSTOOD THAT THIS DOCUMENT MAY BE SIGNED IN SEPARATE PARTS AND THAT SIGNATURES VIA TELECOPIED TRANSMISSION SHALL BE ACCEPTED AS VALID AND BINDING.

American Copper Building LLC



Signed by Matthew John Bergerud

Fri Aug 1 2025 07:39:38 AM EDT

Key: A8B66A14; IP Address: 23.47.58.133

Matthew John Bergerud (Tenant)

Date



Signed by Shanique Sealey

Wed Aug 6 2025 05:11:18 PM EDT

Key: 82D7FD94; IP Address: 23.198.14.152

(duly authorized agent)

Date