

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 **44-01 Northern Owner LLC.**, 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:

MYN

NA

08/26/2025

Dear Yamin Nwe Myat and Neaton Jia Jun Ang:

We would like to thank you for your interest in leasing an apartment at **34-35 44th Street Apt# 0310, Queens, NY 11101**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **Apt# 0310**
Rent: **\$4,050.00**
Term: **1 year**
Lease Dates: **09/30/2025 to 09/29/2026**
Concession:

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) Cover Letter | 2) Bedbug Infestation History Disclosure |
| 3) Stop Bed Bugs Safely Booklet | 4) Occupancy Rider |
| 5) Window Guards | 6) Fire Safety Plan |
| 7) Sprinkler Disclosure Lease Rider | 8) Smoke-Carbon Monoxide Rider |
| 9) Gas Leak Notice | 10) Amenity License |
| 11) Indoor Allergen Hazard Notice | 12) Indoor Allergen Tenant Pamphlet |
| 13) NYC Smoking Policy Rider | 14) OFAC Addendum |
| 15) Recycling Notice NYC | 16) Stove Knob Covers |
| 17) Fire Safety Acknowledgment Form | 18) Class Action Waiver |
| 19) DHCR Reasonable Accommodation | 20) E-Bicycles Lease Rider |
| 21) Flood Risk Notice RPL 231-B | 22) Lead Paint Booklet |
| 23) Lead Paint Disclosure | 24) Lead Paint Hazards in the Home |
| 25) Lead Paint Inquiry - Pre 1978 | 26) No Smoking Rider |
| 27) Storage and Bike Storage Agreement | 28) Pet Policy Acknowledgment |
| 29) Pet Rider | 30) Rules and Regulations |
| 31) W-8 / W-9 | |

32) Payment in the form of certified check, bank check or money order for the following: **\$4,050.00** representing the first month's rent and **\$4,050.00** representing the security deposit payable to **44-01 Northern Owner, LLC** .

Sincerely,

44-01 Northern Owner LLC

Initial: **MYN** **NA**

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 08/26/2025
between _____
month day year
Owner (hereinafter referred to as "Owner" or "Lessor"), 44-01 Northern Owner LLC whose address is 34-35 44th Street, Queens, NY 11101 and Tenant (hereinafter referred to as "Tenant" or "Lessee") Yamin Nwe Myat and Neaton Jia Jun Ang whose address is 34-35 44th Street, Apt # 0310, Queens, NY 11101

1. APARTMENT AND USE

Owner agrees to lease to Tenant Apartment Apt# 0310 (the "Apartment") on the 03 floor in the building at 34-35 44th Street Queens NY 11101 (the "Building"), Borough of Queens, Astoria 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 09/30/2025. 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 09/29/2026 (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 immediately precedes the day that is the ____-month (___-month) anniversary of the Lease Commencement Date.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is \$4,050.00 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., \$4,050.00);
- (ii) the Security Deposit (in the amount stated in Article 4); and
- (iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.

C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.

D. Within five (5) business days after the request of Owner, at Owner's option, Tenant shall 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.

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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 check and direct deposit 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 Twenty Dollar (\$20.00) 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 **\$4,050.00** (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 **4 New York Plaza 15th Floor, New York, NY 10004**. 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.

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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.

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 another tenant's lease except to the extent required by law.

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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, Sewer.

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 Electricity for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor

D.Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.

E.APPLIANCES. Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent.

F.FACILITIES AND AMENITIES. If Owner permits Tenant to use any ~~storeroom, storage bin, common area laundry room~~ 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.

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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.

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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 by Tenant 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.

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23. SUBORDINATION CERTIFICATES AND ACKNOWLEDGMENTS

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

Tenant also agrees to sign (if accurate) a written acknowledgment within ten (10) days of request to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

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

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES

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

If to Owner:

With a copy to:

If to Tenant: at Apartment, subsequent to Commencement

Date Email address:

Prior to Commencement Date:

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

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

26.GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

a. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims 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.

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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 One Hundred Thousand Dollars (\$100,000) with an umbrella policy of no less than One Hundred Thousand Dollars (\$100,000); 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.

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33. BROKER [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS DELETED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH A]

- e. 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 in accordance with a separate agreement subject to a fully executed and delivered lease.
- f. Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.
- g. 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.

33. TERRACES, BALCONIES AND BACKYARDS

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

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

34. LEAD PAINT DISCLOSURE

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

35. 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):

36. 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.

37. 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.

38. BED BUG DISCLOSURE

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

39. SPRINKLER DISCLOSURE

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

40. 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.

41. 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 stoves annexed as a rider attached to this Lease.

42. NO SHORT TERM RENTAL

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

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

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44. INDEMNIFICATION

Tenant shall indemnify and save harmless Owner, any holder of a mortgage which may now or hereafter affect the Building and/or the land upon which the Building is situated, and their respective agents (collectively the "Indemnitees"), 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

45. 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).

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

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55. 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.

56. 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.

57. BICYCLES

All bicycles are expressly forbidden in the Apartment.

58. 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.

59. 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.

60. 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.

61. 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

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Exhibit A

A MEMORANDUM CONFIRMING TERM

THIS MEMORANDUM ("Memorandum") is made as of 08/26/2025 between **44-01 Northern Owner, LLC**, ("Owner") and Yamin Nwe Myat and Neaton Jia Jun Ang("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of 08/26/2025 (the "Lease") for the Apartment located at **34-35 44th Street, Apt # 0310, Queens, NY 11101** (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 09/30/2025;
(b) The expiration date of the Lease Term is 09/29/2026; and
(c) The date Rent commences under the Lease is 09/30/2025.
- 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.

Tenant:

Signature:





Print Name:

Date:

Landlord or Landlord’s Representative:

Signature:

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**

Public Access Ways

1. (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.

Bathroom and Plumbing Fixtures

2. 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.

Refuse

3. 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.

Elevators

4. 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

Laundry

5. 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.

Keys and Locks

6. 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.

Noise

7. 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.

No Projections

8. 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.

No Pets

9. 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.

Moving

10. 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. **Floors**

11. 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.

Window Guards

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

Odors

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

Smoke and Carbon Monoxide Detectors

14. Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them

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OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE

1. Preface / Definitions

In an effort to eliminate any misunderstanding concerning the obligations of and/or representations made by Greystar, the ownership of the community, or any employee of either entity, we are requesting that you carefully read the contents contained herein and signify your complete understanding by signing the last page of this document.

- a) **Resident:** The term "resident" refers to the person(s) who signed the Lease Contract. The terms "you" and "your" refer to all residents.
- b) **Apartment:** The term "apartment" or "apartment home" or "unit" refers to the resident's leased space, which may include an apartment home, townhome, premises, and/or apartment.
- c) **Occupant:** The term "occupant" refers to all persons residing in your apartment home who are included as authorized persons to occupy your apartment home on the Lease Contract, but are not lease holders.
- d) **Community:** The term "community" refers to the property on which the apartment home is located.
- e) **Owner:** The term "owner" refers to the title holder of the community. The term "management" refers to the owner's managing agent and its employees who manage the community. The owner's managing agent and the employees of the managing agent are not parties to the Lease Contract, act only as managing agent for the owner and shall have no obligation under the Lease Contract or this Addendum to resident, occupants, guests or invitees. The terms "we," "us," and "our" refers to either the owner or management, as the context dictates.

The following items are policies by which your community is operated. They are based on the belief that consideration of others and respect for the community is important. These policies and procedures are an addendum to and are referred to in your Lease Contract. Violation of any of these policies can result in termination of your Lease Contract. These policies may be added to, amended or repealed at any time in accordance with your Lease Contract.

2. Fair Housing Statement

This community is committed to compliance with all federal, state and local fair housing laws. Your community policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

3. Good Neighbor Policy

All policies in this addendum apply to all residents, occupants, guests and invitees. Please be considerate of your neighbors and help us maintain a quiet, clean, community environment.

- a) Tenant shall not make or permit any disturbing noises in the Apartment or the Building or permit anything to be done that will interfere with the quiet enjoyment of other tenants to use their apartments. Tenants shall mitigate the making of noise whenever possible. Tenant shall not operate or permit to be operated a phonograph, television, radio or a stereo/CD player or other loudspeaker in the Apartment if the same shall disturb or annoy other occupants of the Building. Vocal music or musical instrumentals may not be practiced in the Apartment for more than two consecutive hours in any day and may not disturb or annoy other occupants of the Building. No construction or repair work or other installation involving noise shall be conducted in the Apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency and approved by Owner or its agent.
- b) Bicycle riding and rollerblading are strictly prohibited in all common areas.
- c) Solicitation in the building is strictly prohibited.

4. Security Disclosure Statement

- a) **No Guarantee of Personal Security:** Neither owner nor management make any guarantee of, or provide any warranty for your personal security or safety or for the security or safety of your occupants, guests or invitees or for the security of personal property in the possession of or owned by any of those persons.
- b) **No Provision of Security:** Neither Greystar, the ownership of the community, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, video cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, guests or invitees or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the community that you will reside in.
- c) **Law Enforcement Agency is the Proper Authority for Security Related Incidents:** In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact management and advise them of the problem. You acknowledge that neither the owner nor management has any obligation to respond to calls relating to security. Owner and management are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.
- d) **No Obligation To Install Device(s) or Contract Services:** It is understood that owner has no obligation to install any device such as intrusion alarms, access gates, video cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present on the community, there is no obligation on the part of owner to continue the use of the device or to continue any patrol personnel or patrol service.
- e) **No Representation or Warranty as to the Reliability of such Equipment:** It is understood that if the community is equipped with any device, such as intrusion alarms, controlled access gates, video cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability or effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your occupants, guests or invitees or the security of personal property in the possession of or owned by any of those persons.
- f) **You Understand the Proper Operations of Device(s):** *By signing this document, you acknowledge that you understand the proper operations of any and all devices that may be installed in your apartment home or in your community such as an intrusion alarm or access gate system.*

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- g) **Repair Requests Must be in Writing:** The repair and maintenance of appliance that may be present in your apartment or located on the community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify management in writing about the problem. The appropriate party will be contacted to effect repair or replacement.
- h) **Outside Contractors May be Required for Repair:** You acknowledge and understand that management does not have the expertise or equipment to repair any device that may be located in your apartment home or located on the community, such as an intrusion alarm, access gate system, video cameras, controlled entry doors, or other mechanical device. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.
- i) **Service Requests for Door and Window Locks Must be in Writing:** Any requests for service of items such as door and window locks must be made in writing to management, so that there is a clear record of the request for both maintenance and management personnel.
- j) **Release:** You hereby release, Owner, management, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

5. No Reliance on Security Devices or Measures

5.1 Security Devices May Fail or be Thwarted by Criminals: You acknowledge that security devices or measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, video cameras, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, you acknowledge that you should not rely on such devices or measures and should take steps to protect you and your existing property as if these devices or measures did not exist.

- a) **Notify Management Immediately of Malfunctions:** You agree to immediately notify management of any malfunctions involving locks, doors, windows, latches, smoke alarms, and carbon monoxide detectors (if applicable).
- b) **Your Responsibility to Test, Supply Batteries, and Not Disable:** You are responsible for the proper operation and regular testing of all devices in the apartment home, including but not limited to, alarms, smoke alarms, and carbon monoxide detectors (if applicable). You are responsible for supplying electrical current to devices, including replacing the batteries if applicable. You agree you will not disable, disconnect, alter or remove the smoke alarms, locking devices, alarm system, sprinkler system, fire extinguisher, screens, latches, or carbon monoxide detector (if applicable).

5.2 Off Duty Police Officer or Patrol Service: In the event an off duty police officer or patrol service patrols the community, the officer and/or patrol service is not equipped to provide personal security to residents, occupants, guests or invitees of any apartment home. Someone with criminal intent can circumvent any procedure used by the officer and/or patrol service and commit a crime in the community.

5.3 Cameras in the Community: In the event cameras have been placed in the community or amenities, these cameras may not be monitored on a 24 hour basis and are not designed to provide personal security services for anyone.

5.4 Access Gates: In the event access gates are present in the community, resident agrees to follow all instructions and rules regarding the use of the gates as outlined in Section 10 of this Addendum. Neither owner nor management have any duty to maintain the gates or fencing. Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

6. Crime Prevention Tips

There are many crime prevention tips readily available from police departments and other sources. Residents are encouraged to use these and other common sense tips:

- a) **Report Emergencies to Local Authorities:** Always report emergencies to local authorities first and then contact management, including suspicious activity.
- b) **Be Aware of Neighbors and Surroundings:** Know neighbors and watch out for each other. Always be aware of surroundings and avoid areas that are not well-traveled or well-lit.
- c) **Keys:** Keep keys handy when walking to a car or to your apartment home. Do not put identification, such as name or address, on key rings or hide extra keys under the door mat or flower pot. If keys are lost or concerns about safety exist, contact management for rekeying. Do not give keys, codes, access cards, or gate remotes to anyone.
- d) **Secure Doors and Windows:** Do not go inside if the door is open upon arriving to your apartment home. Call the police before entering. Make sure door locks, window latches, and sliding glass doors are properly secured at all times. Do not open the door to a stranger.
- e) **Security Devices:** Check security devices and detection devices once a month to make sure they are working properly.
- f) **While Gone:** Lock doors and windows and leave a radio or TV playing softly while gone. Stop deliveries of newspapers or mail when gone for an extended period. Tell someone of plans of departure, whereabouts, and plans to return.
- g) **Exit Routes:** Know at least two exit routes from the apartment home, if possible.
- h) **Vehicles:** Always lock car doors, even while driving. Hide valuables and park vehicles in a well-lit area. Check the backseat before entering the car.
- i) **Use Reasonable Care:** Resident agrees to use reasonable care in operating the alarm.

7. Smoke Alarms or Carbon Monoxide Detectors

In the event your apartment home has smoke alarms and/or carbon monoxide detectors (if applicable), the following policies apply:

- a) **Devices are in Working Order:** You acknowledge that as of the date of initial occupancy, the apartment home is equipped with one or more smoke alarms or carbon monoxide detectors (if applicable) that have been tested and provided with working batteries. You further acknowledge that you have had an opportunity to inspect the smoke alarm(s) or carbon monoxide detector(s), if applicable, and that you find it/them to be in good working order.
- b) **Resident to Test Device(s) and Notify Management in Writing of Problems:** You agree that it is your duty to regularly test the device(s). You further agree to notify management immediately in writing of any problem, defect, malfunction or failure of the device(s) and to notify management of the need to install, inspect or repair the device(s), assuming the availability of labor and materials.

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- c) **Your Responsibility to Test, Supply Batteries, and Not Disable:** To the extent permitted by law, you agree to replace the battery; if any, at anytime the existing battery becomes unserviceable. YOU MUST NOT DISCONNECTOR INTENTIONALLY DAMAGE A SMOKE ALARM OR CARBON MONOXIDE DETECTOR (if applicable) OR REMOVE THE BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY.
- d) **Resident Agrees to Reimburse for Device(s) Damaged:** You agree to reimburse owner, upon request, for the cost of a new device and the installation thereof in the event of the existing smoke alarm(s) or carbon monoxide detector (if applicable) becomes damaged by you, occupants, guests or invitees.
- e) **Resident Assumes Responsibility for All Risks and Hazards:** Any duty of the owner or management to inspect and repair smoke alarms and carbon monoxide detectors (if applicable) is waived to the extent allowed by applicable law. Also, to the extent allowed by applicable law, you acknowledge and agree that neither owner nor management are the operator, manufacturer, distributor, retailer or supplier of the device(s); that, to the extent allowed by applicable law, you assume full and complete responsibility for all risk and hazards, attributable to, connected with or in any way related to the operation, malfunction, or failure of the device(s), regardless of such malfunction or failure is attributed to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or inspection of said smoke alarm(s) or carbon monoxide detector(s), if applicable.
- f) **No Representations or Warranties:** TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER OR MANAGEMENT TO YOU REGARDING SAID SMOKE ALARM(S) OR CARBON MONOXIDE DETECTORS (if applicable), OR THE ALLEGED PERFORMANCE OF THE SAME. NEITHER OWNER NOR MANAGEMENT MAKES OR ADOPTS ANY WARRANTY OR ANY NATURE REGARDING SAID DEVICE(S) AND EXPRESSLY DISCLAIM ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY, OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED IN STATURE. NEITHER OWNER NOR MANAGEMENT SHALL BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE DEVICE(S); (2) YOUR FAILURE TO NOTIFY MANAGEMENT OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE (S); (3) THEFT OF THE DEVICE(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE DEVICE(S). THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

8. Entry Devices (Access Cards, Keys, Fobs, etc.)

In the event your community requires entry devices, the following policies apply.

- a) **Access Card or Key Fob:** Each person who is 18 years of age or older and listed as a resident on the Lease Contract may request an access card. Each additional card for you or occupants over 16 years of age will require a deposit or fee of **\$50.00**.
- b) **Damaged, Lost or Un-returned Cards, Remotes, or Fobs:** If a card/remote is lost, stolen or damaged, a fee of **\$100.00** will be charged for a replacement. See management for details. If a card is not returned or is returned damaged when you move out, there will be a deduction from the security deposit for each card in the amount of **\$100.00**. In addition, (to the extent allowed by law) if the garage remote is damaged or not returned, a fee of **\$0.00** will be deducted from the security deposit per remote. See management for details.
- c) **Personal Injury and/or Personal Property Damage:** Fencing, gates or other devices will not prevent crime. No security system or device is foolproof. Crime can still occur. Protecting residents, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. First, call the police or 911 if a crime occurs or is suspected. The community is not liable to any resident, occupants, guests or invitees for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.
- d) **Report Malfunctions:** Resident agrees to immediately report to management any malfunction or damage to gates, fencing, locks, or related equipment.

9. Keys & Locks

The care and maintenance of the keys (key fobs, access card, etc.) and locks to your apartment home is of critical importance. No one should have a key to your apartment home without our prior written permission, including family, friends, housekeeper, caregiver, and delivery or repair services (management will retain a key). Additional policies regarding keys and locks include:

- a) **Duplicate Keys:** A duplicate of your key will be made upon written request for a charge of **\$50.00**.
- b) **Lost Keys:** If you lose your apartment home, storage, or mailbox keys or wish to have your lock re-keyed, your request must be in writing, and you will be charged a re-keying fee of **\$250.00** which is due prior to changing your locks. See management for details.
- c) **After Hours Lock Outs:** After office hours, you must contact and pay for a locksmith if you have inadvertently locked yourself out.
- d) **Precautions to Take with Keys:** Take precautions with your keys. Do not hide a key outside of your apartment home. Do not give your keys to acquaintances. Do not put your address on your key ring. Keep your car keys and apartment home keys on separate rings.
- e) **Locks and Latches:** If your apartment home is not equipped with a latch on each window and a keyless deadbolt on every exterior door, you may request in writing to add them. If your apartment home has a sliding glass door that is not equipped with a pin lock and a charley bar or a door handle latch on the sliding glass door, you may request in writing to add them.
- f) **Resident To Check All Windows and Locks:** We strongly recommend that you keep all windows and doors locked at all times. Immediately upon move in, Resident shall check all of the above and report any broken, missing or unserviceable items to management.
- g) **Lock Outs During Office Hours:** If you are locked out of your apartment home during business hours, contact management. A picture I.D. may be required to gain access to your apartment home.
- h) **Access Gate Assistance After Office Hours:** After hours assistance is not provided regarding your gate access cards. Please keep your card with you at all times. If you lose your gate access card, or if your access card malfunctions, contact management during regular office hours to make arrangements to repair/replace the card.
- i) **Lock Changes:** Locks shall not be changed or added without consent of the owner. If a lock change is approved, management will perform the work and retain a key.

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- j) **Keyed Access to Amenities:** In the event your community has keyed-access to amenities, you will be responsible for that key. If the key is not returned upon move out, a fee of **\$100.00** will be charged. Keys cannot be given to other people. See management for more details.

10. Patios / Balconies / Private Yards

In the event your community has patios, balconies, or private yards, the following policies apply.

- a) **Items Allowed or Prohibited:** Only plants and patio furniture are allowed. Furniture intended for indoor use is not allowed. The space is not designed to serve as storage space. No combustible material, automobile tires and/or parts, equipment, firewood and other unsightly or heavy items should be stored on the patio.
- b) **Bicycles:** Bicycles are allowed to be neatly parked. Bicycles are not allowed to be hung from ceilings or walls.
- c) **No Motorcycles, Laundry, Flags, Signs:** No motorcycles are allowed in or on balconies, patios, yards, breezeways, courtyard areas or under stairs. No items, such as laundry, clothing, rugs, sports team flags, or neon signs are to be placed on the exterior of any building, including balconies, patios, and private yards.
- d) **BBQ Grills Prohibited:** The use or storage of barbecue grills on patios, balconies, walkways, breezeways, etc. is prohibited.

11. Satellite Dishes

- a) Not permitted at this property

12. Inside or Near the Apartment home

- a) **Windows and Doors:** Windows and doors shall not be obstructed by the resident. If the community provides blinds or screens on windows, then the blinds and screens shall not be removed by resident. Any window treatment installed by the resident shall have a white backing to provide a uniform appearance from the exterior of the building. Resident shall remove window treatments at the end of the Lease Contract. Any damage to the apartment home will be deducted from the security deposit or charged to the resident. The use of foil and other similar unsightly materials, including but not limited to neon/flashing signs, flags, and signs/advertisements, on windows is strictly prohibited.
- b) **Carpeting:** Apartment floors shall be covered with rugs or carpeting such that at least eighty percent (80%) of the floor area of each room is covered; excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed, to the floor in accordance with specifications promulgated by the Managing Agent. Tenant is also required to install at least one quarter (1/4) inch thick padding underneath any such carpeting or rugs.
- c) **Proper Use of Windows and Doors:** Resident shall not throw anything out of the windows, patios, or doors. Resident shall not leave windows or doors open during inclement weather. Resident shall be liable for any damage to the apartment home, including but not limited to paint, walls, cabinets, carpets, floors resulting from failure to close windows and doors and exercise reasonable care. No window guards or window stops shall be removed from windows.
- d) **Welcome Mats and Heavy Items:** Welcome mats are not permitted.
- e) **Plumbing:** Lavatories, sinks, toilets and all water and plumbing apparatus, including the kitchen sink and garbage disposal, shall be used by resident, occupants, guests or invitees only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes, feminine products, and other foreign substances shall not be thrown in any plumbing apparatus.
- f) **Light Bulbs:** Resident will be responsible at their expense to replace all interior light bulbs and tubes. All interior and exterior bulbs, tubes, globes, and lights must be operational at the time the resident vacates the apartment home or a charge will be assessed to replace them. Residents may not remove exterior lights or globes. Colored bulbs in exterior light fixtures are not allowed. Halogen light bulbs must be supervised by resident during use and must never be left on unattended.
- g) **Soliciting:** Soliciting is not permitted in the community. Management shall be notified if a solicitor is seen in the community. Unless allowed by law, Resident cannot distribute, post, or hang any signs, flyers, advertisements, or notices in any portion of the community without management's prior approval.
- h) **Sports:** Team sports such as football, baseball, kickball, soccer, dodge ball, etc. are not permitted to be played in the pool or parking areas. The use of water guns or water balloons is prohibited. Dart boards and darts are not allowed on the community. Violators will be held responsible for any damages.
- i) **Apartment Toured:** You acknowledge that the condition of the apartment home you selected will not be the same as the condition of any model or vacant apartment home you may have previously toured. The model or vacant apartment homes may have floors, cabinets, appliances, counters, and other finishing features that are considered upgrades. These upgrades may or may not be available for a monthly premium charge. In addition, the model apartment home may have been professionally decorated and may not have had previous occupants residing in it.
- j) **Stairs Inside the Apartment home:** If the apartment home you selected has stairs, it is your responsibility to make sure your furniture will fit. The stairways may be too narrow to maneuver large furniture upstairs, including a queen size bed or box spring. Please request further dimensions from management if you have any questions or concerns.
- k) **Square Footage:** There is no guarantee that your apartment home will have the exact square footage listed on brochures, websites, or other advertising. Every apartment home may differ due to construction variations.
- l) **Furniture, Televisions, Appliances:** In the event your apartment home has furniture, televisions, and/or appliances included, you agree to maintain them in a clean condition, reasonable wear and tear excepted. Removal of these items is not allowed. Upon move out, these items must be placed in the same location they were upon move-in. Resident will be responsible for any damages, cleaning, repair, or replacement charges. Resident will pay the cost to repair, replace, or clean the furniture, televisions, and/or appliances and, to the extent allowed by law, management will have the right to deduct any amounts owed from the security deposit paid by the resident under the Lease Contract. Waterbeds and water filled furniture are strictly prohibited
- m) **No Obstructions to Ingress / Egress:** The obstruction of the fire stairwell and common halls and areas is a danger to life and is prohibited by the fire department and Owner/Landlord. Resident shall not allow bicycles or other objects to obstruct driveways, sidewalks, sport courts, entry passages, stairs, underneath stairs, breezeways, courtyards, or halls of the community. No garbage cans, kitchen supplies, ice or other articles shall be placed in the hallways or on the staircase landings nor shall anything be hung from the windows or balconies, or placed upon any window sill, ledge or balcony; neither shall any table cloths, clothing, curtains, carpets, matting or rugs be hung or shaken from any of the windows, doors, or terraces and/or balconies, if applicable. No baby carriages, bicycles, skateboards, rollerblades, wagons, or similar articles, toys, playthings, or other personal property of any tenant, occupant, guests or servants, shall be placed in or permitted to remain in the halls, corridors, vestibules or stairways of the Building.

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No tenant, resident, occupant and/or family member and/or employee of said tenant, resident, and or occupant shall loiter and or congregate in the public hallways, lobby elevator, stairways, sundeck if available, or laundry room other than for the purposes for which they are intended.

n) Wires and Personal Items Outside the Home: No radio/television serials or wires are permitted on any part of the apartment home. Personal items are not permitted in the outside walkways, breezeways or under stairs.

13. Trash Removal and Disposal

- a) Curbside Pick Up:** In the event your community offers curbside trash pick-up, contact management for the scheduled days and times of pick-up. You will be charged for any trash left out on days that are not scheduled for pick-up. Owner reserves the right to remove curbside trash pick-up service upon written notice to residents of the change.
- b) No Curbside Pick Up:** In the event your community does not offer curbside trash pick-up, residents shall dispose of their bagged and tied trash inside the compactor/dumpster facility as instructed by owner or by the sign near the compactor/dumpster.
- c) Trash Chutes:** In the event your community has trash chutes, contact management for the scheduled hours of operation. Securely tied, kitchen-sized bags are required. No loose items can be put in the trash chute. Do not use the chute for recycling. No boxes or large trash can be placed in the chutes. Contact management for details or questions regarding the use of the trash chutes.
- d) Recycling:** In the event recycling is offered at your community, you are responsible for complying with all recycling regulations. Contact management for community specific details.
- e) Potential Charges:** Residents will be charged \$25.00 per bag for any trash left outside your apartment home or in breezeways. Please contact management if you require further instruction regarding proper disposal of garbage with the compactors, dumpsters, or chutes.
- f) No Litter:** In the event cigarette butts or other trash is found near or around patios/balconies, under windows, or near entry doors, owner reserves the right to assess a trash fine of \$25 per incident.
- g) No Furniture as Trash:** No furniture may be left for trash removal.
- h) Dumpster Use for Residents Only:** Residents only are permitted to use the dumpster/compactor.
- i) No Dumpster Diving:** Do not retrieve items from the dumpster. Digging or scavenging is prohibited.
- j) General:** Please break down empty boxes. Keep the area clean and litter free. If applicable, close the lid after use.
- k) No Parking in Front of Dumpster:** No parking in front of the dumpster/compactor.
- l) Prohibited Items:** Prohibited items include propane tanks, flammable or toxic materials, furniture, bedding, appliances, auto batteries, tires, and oil/petroleum products.

14. Pest Control

a) Extermination: Unless prohibited by statute or otherwise stated in resident's Lease Contract, owner may have extermination operations conducted in the apartment home several times a year and as needed to prevent insect infestation. If pest control services are provided, resident shall pay the amount of **\$0.00** on or before the first day of each month to reimburse owner for extermination services to the apartment home. Such fee shall be paid by resident in the same time and manner as resident pays rent pursuant to resident's Lease Contract. Resident must request extermination treatments in addition to those regularly provided by management in writing.

b) Resident Preparations for Extermination: If the apartment home is not prepared for a scheduled treatment date, management has the right to prepare the apartment home and charge the resident accordingly, and/or reschedule treatment at resident's expense. Resident agrees to perform the tasks necessary to prepare the apartment home for extermination, including:

1. removing infants and young children from the apartment home;
2. removing animals or placing them in bedrooms with notification to management;
3. removing animal food bowls;
4. removing all food, utensils, glasses, and dishes and food containers from countertops and floors;
5. removing chain locks or other obstructions on the day of service;
6. removing contents from shelves, cabinets, and floors where pests have been seen;
7. cleaning all cabinets, drawers, and closets in kitchen and pantry; and
8. refraining from wiping out cabinets after the treatment.

c) Resident To Notify Owner of Health Issues: Resident is solely responsible for notifying owner in writing prior to extermination of any anticipated health or other concerns related to extermination and the use of insecticides.

d) Resident Responsibilities: To reduce the possibility of pests, resident shall: (i) store all food in sealed containers; (ii) not leave food or dirty dishes out; (iii) empty all cans and bottles and rinse them with water; (iv) not keep brown paper grocery sacks around since they often contain roach eggs; (v) sweep and mop the kitchen regularly; (vi) vacuum carpets frequently to remove crumbs and other food particles; (vii) remove trash immediately; (viii) not put wet garbage in the trash; (ix) use the garbage disposal if available; and (x) not leave windows or doors open allowing pests to enter.

15. Packages / Deliveries In the event your community accepts packages for residents, the following policies apply:

- a)** We will only accept packages from a commercial delivery service (UPS, Federal Express, etc.) and United States Post Office.
- b)** In the event your community offers Parcel Pending (or another package locker system), couriers will make all deliveries exclusively through the locker system. Refer to your community for the locker location name to be placed on address delivery label(s), which will instruct couriers of proper delivery.
- c) Not Responsible for Lost, Stolen, or Damaged Packages:** We will not be responsible or liable for any lost or stolen deliveries signed for or accepted by any of our authorized representatives. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured.
- d)** Resident shall pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender. Occasionally the number of deliveries may become too great or too cumbersome; therefore, we reserve the right at all times to refuse deliveries.
- e) Neither owner nor management are responsible for contacting residents when accepting packages. This is yours and the deliverer's responsibility.**

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- f) Deliveries or service requiring entrance into the resident's apartment home by anyone other than management will be allowed only with written permission from the resident.
- g) Neither owner nor management are responsible for articles or parcels left at your door or in the office by delivery services.
- h) Management will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular office hours.
- i) **No Perishable Goods:** Resident shall not have perishable goods delivered to the office.
- j) We may not accept packages that are over 25 pounds or larger than 2'x2'x2'.
- k) **Photo ID:** The resident may be required to present a photo ID or signature when picking up a package.

16. Maintenance Emergencies

Service requests will be handled after office hours if they are emergencies. We define EMERGENCIES as the following:

- a) No electricity
- b) Broken or non-working exterior doors, locks, windows
- c) No heat (when outside temperature is below 50)
- d) No air conditioning (when outside temperature is above 90)
- e) No water
- f) Commode not working (one bath apartment homes only)
- g) Flooding
- h) Broken pipes
- i) Fire (call 911 immediately)
- j) After business hours, emergency service requests can be reported by calling the office. The on duty service technician will be notified and will respond as quickly as possible.

17. Move Out Procedures

a) Requirements to Receive Full Deposit Refund: *The requirements below must be fulfilled in order to receive a full refund of your deposit.*

1. Submit a written Notice to Vacate to management in accordance with your Lease Contract.
2. Return all keys, access cards, remotes, fobs, and/or garage openers to management or rent will continue to be charged per Lease Contract.
3. Pay any outstanding charges or delinquent rent. Leave a forwarding address with management.
4. Leave no damage of any kind in the apartment home (furniture, walls, carpet, floors, counters, appliances, etc.)
5. Remove all personal belongings.
6. Follow the move-out cleaning instructions detailed below.

b) Move-Out Cleaning Instructions: *These are the cleaning procedures, in addition to those stated on the Inventory and Condition form, for you to follow when moving out. If the instructions below are not followed and professional cleaning is required, resident will be charged for any cleaning services and damages beyond normal wear and tear.*

c) Living Room

1. Clean all window panes inside, windowsills and baseboards
2. Remove all dust or dirt from mini-blinds
3. Clean woodwork and walls of fingerprints and spots
4. Clean light fixtures and switch plates/replace bulbs
5. Vacuum carpet, sweep and mop floors
6. Clean ceiling fan and blades
7. Clean fireplace as directed and in accordance with Section 15.11 of this Addendum (if applicable)
8. Clean all entry doors (front, patio, etc.)
9. Clean track of patio doors
10. Remove all trash and personal belongings
11. Sweep and clean the patio/balcony and outside storage closet (if applicable)

d) Bedrooms

1. Clean patio door inside and out (if applicable)
2. Remove all dust or dirt from mini-blinds
3. Clean closets and remove hangers
4. Vacuum carpet, sweep and mop floors
5. Clean light fixtures - replace bulbs
6. Clean woodwork and walls of fingerprints and spots
7. Clean windowpanes inside
8. Clean ceiling fan
9. Remove all trash and personal belongings

e) Kitchen

1. Clean stove, range, countertop, all burners, drip pans, and under stove top â## remove grease and particles, clean knobs and surfaces
2. Clean exhaust screen and vent hood (do not clean secondary charcoal filter if applicable)
3. Clean oven, broiler and broiler pan
4. Clean inside and outside of refrigerator â## defrost, set refrigerator to the lowest setting
5. Clean inside and outside of freezer â## defrost if necessary
6. Clean all cabinets, including the pantry - restore to original condition (no lining material if applicable)
7. Clean light fixtures - replace bulbs

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8. Clean all counter tops, drawers and sink
9. Sweep and mop floors
10. If applicable, clean microwave inside and out
11. Clean front and inside of dishwasher; remove any standing water, clean front panel and knobs
12. Clean behind appliances
13. If applicable, clean the washer/dryer
14. Remove all food, trash, and personal belongings

f) Bathrooms

1. Clean all cabinets inside and out
2. Clean woodwork, windows and baseboards
3. Clean mirrors
4. Clean walls or wallpaper
5. Clean sink, tub, shower, and toilet
6. Clean light fixture - replace light bulbs
7. Sweep and mop floors

g) General

1. Clean all light switch plate covers, electrical outlet covers, all window and sliding glass door tracks, windows, doors, mini-blinds, light fixtures, and ceiling fans
2. Sweep patio, sweep cobwebs, clean light fixtures, clean doors
3. Vacuum carpet and clean floors
4. Remove all debris, trash, and personal belongings
5. Replace all burned out or missing light bulbs
6. Replace dead or missing smoke alarm and carbon monoxide detector (if applicable) batteries

Please note: The security deposit or statement of disposition will be returned by mail to the forwarding address left by you, subject to any deductions for cleaning, and damages beyond normal wear and tear, final utility bills, etc. Deposit refunds cannot be picked up at the office.

18. Laundry Room

In the event your community has laundry rooms, the following policies apply.

- a) Use machines as intended by the manufacturer.
- b) Do not over load the machines.
- c) Check water temperature desired. Check dryer heat desired. Clothes washed in water that is too hot or over dried in the dryer may shrink, melt, or change color.
- d) No dying of clothes is permitted.
- e) Do not wash or dry rugs, comforters, bedspreads or quilts in the machines.
- f) Remove lint from dryer and wipe down after use. Please leave machines clean.
- g) If you spill something, you agree to clean it up.
- h) Dispose of detergent containers properly. Trash cans are not for personal use.
- i) Remove clothes and dryer sheets in a timely manner.
- j) Measure your soap and use as directed. Using too much detergent can cause the machines to malfunction.
- k) Facilities are for use by residents only.
- l) Any loss or damage to clothing is not the responsibility of management.
- m) Use of facilities is at your own risk.
- n) In case of emergency, call 911.

19. Elevators

In the event your community has an elevator(s) for the enjoyment of all residents, the following policies apply.

- a) Use the elevator at your own risk.
- b) Use equipment only in the manner intended by the manufacturer.
- c) Immediately report any needed repairs to management. Do not attempt to make repairs to the elevator.
- d) **In case of emergency, call 911.**
- e) Do not leave personal items in the elevator. Neither owner nor management are responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- f) Do not damage the elevator. Please report vandalism.
- g) Do not attempt to maneuver or stop closing doors. Wait for the next elevator car.
- h) In the event of a fire or other situation that could lead to a disruption in electrical services, take the stairs.
- i) When entering and exiting the elevator, watch your step as the elevator car may not be perfectly level with the floor.
- j) Stand clear of the doors. Keep clothes and carry-ons away from the opening. Enforce compliance of these policies with pets.
- k) If available, hold the handrail.
- l) Do not push people in front of you when entering or exiting the elevator.
- m) Do not climb out of a stalled elevator. Use the alarm, help, or telephone button to call for assistance.
- n) You are responsible for informing occupants, guests and invitees about these policies and enforcing their compliance with the above statements.

20. Construction or Renovation

In the event your community is under construction or renovation, the following policies apply:

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- a) **Inform Occupants and Guests:** Resident will be responsible for informing occupants, guests, and invitees about these policies.
- b) **Stay Away From Construction Areas:** Resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas and shall not climb on or enter onto scaffolding or other construction equipment at any time. Resident acknowledges there may be construction debris, trip hazards, and uneven surfaces. Construction crews may work throughout the days to complete construction.
- c) **Machinery and Equipment:** Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by resident, occupants, guests or invitees is strictly prohibited.
- d) **Minor Disturbances:** Resident acknowledges that the construction/renovation may cause noise, dust, and minor disturbances to the egress/ingress on or about the community and minor disturbances to the quiet and enjoyment of the apartment home by the resident.
- e) **Amenities May Be Unavailable:** Resident further agrees that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by resident, occupants, guests and invitees during the period of construction.
- f) **Resident Waives Right to Withhold Rent:** The resident hereby waives any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of resident's apartment home or the inability to use the amenities or common areas or put forward such noise or construction activity as a breach of management's duty pursuant to applicable law.
- g) **Move-In Date Not Guaranteed Due to Construction Delays:** The resident acknowledges that the move-in date cannot be guaranteed in the case of unforeseen construction delays. Resident acknowledges that resident will not be compensated for any unforeseen occupancy delays. If the resident terminates the Lease Contract early for any reason other than construction delays, the resident will be responsible for all applicable early termination charges and procedures.

21. Prevention of Mold

- a) **Mold Is Found Everywhere:** Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.
- b) **Conflicting Scientific Evidence:** Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.
- c) **Prevent Excessive Moisture Buildup:** In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
 1. Rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
 2. Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dishwashers, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 3. Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs, or sinks;
 4. Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
 5. Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
 6. Insufficient dryer of carpets, carpet pads, shower walls and bathroom floors.
- d) **Resident Responsibilities:** It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold. In order to minimize the potential for mold growth in your dwelling, you must do the following:
 1. **Proper ventilation** is essential. If it is not possible to open windows, run the fan on the apartment home air-handling unit to circulate fresh air throughout your apartment home.
 2. **Keep windows and doors closed** in damp or rainy weather conditions.
 3. **Maintain a temperature of between 55° and 80° Fahrenheit** within your apartment home at all times.
 4. **Ensure appropriate or reasonable climate control, ventilation, and lighting at all times** in the unit based on the circumstances to prevent damage in the premises and to the community and to prevent mold and mildew in humid conditions and to avoid freezing pipes in cold weather.
 5. We have the right to limit or prohibit humidifiers.
 6. **Clean and dust your apartment home** on a regular basis as required by your Lease Contract. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth. Immediately throw away moldy food.
 7. Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
 8. **Wipe down and dry areas where moisture sometimes accumulates**, on a regular basis, like countertops, windows, windowsills, bathroom sinks, toilets and shower enclosures.
 9. Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
 10. **Turn on any exhaust fans in the bathroom before you start showering.** When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. After taking a shower or bath, wipe moisture off shower walls, shower doors, the bathtub and bathroom floor. Leave the bathroom door open until all moisture on the mirrors and bathroom walls and tiles surfaces has dissipated. Hang up your towels and bath mats so they will completely dry out.
 11. **Use the exhaust fans in your kitchen** when cooking or while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.

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12. **Use care when watering houseplants.** If spills occur, dry up excess water immediately.
13. **Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.** When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
14. **Thoroughly dry any spills or pet urine on all flooring,** including carpet.
15. **Do not overfill closets or storage areas.** Ventilation is important in these spaces.
16. **Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles** for an extended period of time.
17. **Immediately report to management any evidence of a water leak or excessive moisture in your apartment home, storage room, garage, or any common area.**
18. **Immediately report to management any evidence of mold growth** that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
19. **Immediately report to management any failure or malfunction with your heating, ventilation or air- conditioning ducts** in your apartment home.
20. **Immediately report to management any inoperable windows or doors.**
21. **Immediately report to management any musty odors** that you notice in your apartment home.

22. Automated Electronic Payments

a) Check Scanner: In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day.

b) ACH, Credit, and Debit Cards: Automated electronic payments include ACH and Credit and Debit Card transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Card and Debit card transactions refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

c) Advantages in Paying Rent via ACH: There are advantages for you in paying your rent via automated electronic payments, including: Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check; No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account; Greater security since there is little chance that a check signed by you will fall into the wrong hands or get lost in the mail; and Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

d) Electronic Check Conversion: Electronic check conversion is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a purchase. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

23. Group E-Mail and Text Communication

In the event you provided an email address or cell phone number to us, we may send important announcements via e-mail and/or text, such as an emergency water shut off, change in office hours, etc. In addition, you may receive other promotional community messages, such as resident satisfaction surveys, resident referral messages, and various resident service reminders from our team via text or e-mail. If you do not want to be included in group messages via e-mail or text, you may opt out of receiving future group correspondence in this manner.

24. Mixed Use Facility (residential, retail, commercial space)

In the event your community is a Mixed-Use facility (retail, commercial, office, and/or residential), you understand and acknowledge that your apartment home is located and/or immediately adjacent to commercial business, including, but not limited to offices, restaurants, bars, nightclubs, retail establishments, and entertainment venues (all of the above collectively referred to as "commercial neighbors" or "neighbors"). You understand and acknowledge that such commercial neighbors may, by virtue of their respective businesses, produce noises and sounds (including but not limited to music and other forms of entertainment) and odors that may penetrate the walls and floors of your apartment home and that such noise, sounds, and odors may penetrate the walls and floors of your apartment home up to twenty four (24) hours a day. You further understand and acknowledge that events may be held at the property from time to time that have the potential to attract a large volume of people. These events may cause noise and sounds or odors that may penetrate the walls of the apartment home. You understand and acknowledge that such events may reduce the amount of available guest parking spaces at the property; provided, however, such events will not unreasonably restrict residents' access to their individual apartment homes or parking spaces if designated specifically for the residents. Owner and management are not responsible for any interruption in the enjoyment of your apartment home or damages to your apartment home or personal belongings (smells that may permeate furniture, etc.) due to these commercial neighbors.

25. Building Employees

No employee of Owner or the Managing Agent shall be sent out of the Building by Tenant for any personal or business reasons. Owner will not be responsible for any article left by Tenant with any employee.

26. Notification

All rules and regulations posted within the community are included by reference in this document. Immediately call 911 or the police to report an emergency, suspicious persons, strange vehicles, disturbances, or unusual activity on the community. *Neither owner nor management are liable for any injuries, and resident waives any claims or rights to sue management for any injury that may result directly or indirectly from the use of any of the facilities on the community.*

Initial:

MYN

NA

27. Acknowledgement by Residents of Apartment Home Rules

Residents and all occupants, guests and invitees must comply with all community policies and rules regarding use of the resident's dwelling and the common areas. These policies are added as part of the Lease Contract and, in some cases, separate rules attached to the Lease Contract or provided to the resident(s) during the lease term. Special instructions may have been given to residents regarding smoke alarms, alarm systems, access gates, and other devices or amenities.

I have carefully read the foregoing releases and I fully understand their contents. I sign these releases as my own free act. I am aware that these are releases of liability.

OWNER 44-01 Northern Owner LLC

Tenant:

Signature:				
Print Name:				
Date:				

Landlord or Landlord’s Representative:

Signature:	
Date:	

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED 08/26/2025 BETWEEN 44-01 Northern Owner, LLC (OWNER/AGENT) AND Yamin Nwe Myat and Neaton Jia Jun Ang (TENANT) REGARDING APARTMENT 0310 IN THE PREMISES LOCATED AT 34-35 44th St, Queens, NY 11101. 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.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

1. named Tenants on the lease ("Tenants"); Yamin Nwe Myat and Neaton Jia Jun Ang
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
Neaton Jia Jun Ang	Roommate

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said Occupant 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:

Tenant:

Signature:



Print Name:

Date:

Landlord or Landlord's Representative:

Signature:

Date:

PET RIDER TO LEASE

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED 09/30/2025 BETWEEN 44-01 Northern Owner LLC AS LANDLORD AND Yamin Nwe Myat and Neaton Jia Jun Ang AS TENANT(S) FOR APT. 0310 AT 34-35 44th Street, Queens NY 11101.

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:

Sex	Type	Color	Breed	Name	Age	Weight	Service/ Support Animal

TERMS AND CONDITIONS:

- Owner shall charge the following fee per pet: **\$35.00 per month per pet.**
 - At all times, Tenant shall be entitled to harbor only **two (2) pet(s).**
 - The following breeds shall not be permitted: Doberman Pinschers, German Shepherd, Pitt Bull Terriers, American Pitt Bull Terriers, Bull Terriers, Staffordshire Terriers, Presa Canarios, Akitas, Chows, Alaskan Malamutes, Wolf-hybrids, Pitt Bulls, American Bull Dogs, and Rottweiler.
 - 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.
 - Tenant shall carry or leash the pet whenever the pet leaves the Apartment and enters any public/common area of the Building.
 - Under no circumstances may Tenant harbor any pet other than, in lieu of, or in replacement of the pet specifically described above; and
 - Under no circumstances may Tenant harbor any pet in the Apartment without Tenant having received Owner's specific written approval prior thereto.
- Tenant represents that Tenant shall fully comply with the terms and conditions set forth in paragraph 1 of this Rider.
 - 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.
 - Tenant further represents that the pet is peaceful in nature, the pet weighs a maximum of **60 bs. 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.
 - 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.
 - All pets must be licensed by the ASPCA, have appropriate yearly shots and be examined regularly by their veterinarian.
 - The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider.
 - This Rider shall be deemed to be incorporated into and is made a part of the Lease.
 - 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.

Tenant:

Signature:				
Print Name:				
Date:				

Landlord or Landlord's Representative:

Signature:	
Date:	

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

LEASE DATED: 08/26/2025 **OWNER:** 44-01 Northern Owner LLC

APARTMENT: 0310 BUILDING at 34-35 44th Street Queens NY 11101

TENANT: Yamin Nwe Myat and Neaton Jia Jun Ang

Tenant ("You") are about to sign and deliver to Owner a Lease or a Lease Renewal (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 EXPIRATION OF RENT STABILIZATION &
§ 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 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 MARKET RATE THRESHOLD ("MRT") AS SET BY THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL AND APPLICABLE AT THAT TIME. FOR THE PERIOD BETWEEN JANUARY 1, 2025 AND DECEMBER 31, 2025, THE MRT IS \$3,123.69 AND SHALL INCREASE EACH JANUARY 1ST THEREAFTER BY THE ONE YEAR RENEWAL LEASE GUIDELINE PERCENTAGE ISSUED THE PRIOR YEAR BY THE NEW YORK CITY RENT GUIDELINES BOARD.

NOTWITHSTANDING THE ABOVE, SOLELY AS A RESULT OF § 421-A(16), IF THE INITIAL RENT FALLS BELOW THE MRT, AS PREVIOUSLY DEFINED, THEN THE APARTMENT WILL BE SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A(16) TAX BENEFITS WILL EXPIRE ON OR ABOUT **MAY 1, 2060.**

Initial: MYN NA

§ 421-A(16) PROVIDES THAT THE BUILDING WILL BE SUBJECT TO THE RSL FOR THIRTY-FIVE (35) YEARS, AND, UNLESS THE PRESENT LAWS ARE CHANGED, THE APARTMENT WILL ALSO BE SUBJECT TO STANDARD RENT INCREASES ON LEASE RENEWALS DURING SAID THIRTY-FIVE (35) YEAR PERIOD, AS

APPROVED BY THE RENT GUIDELINES BOARD. ANY INCREASES GRANTED BY THE RENT GUIDELINES BOARD SHALL BE MADE TO THE RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

THIS RIDER IS SUBORDINATE TO THE TERMS OF A CERTAIN § 421-A(16) RESTRICTIVE DECLARATION TO BE EXECUTED BY OWNER (THE “§ 421-A RESTRICTIVE DECLARATION”). THE § 421-A(16) RESTRICTIVE DECLARATION IMPOSES CERTAIN CONDITIONS ON OWNER UNTIL IT TERMINATES ON A DATE WHICH IS THIRTY-FIVE (35) YEARS FROM THE DATE OF COMPLETION OF CONSTRUCTION (COMMENCING ON THE ISSUANCE OF THE EARLIER OF (A) THE FIRST TEMPORARY CERTIFICATE OF OCCUPANCY FOR ALL RESIDENTIAL AREAS IN THE BUILDING OR (B) A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING). THIS PERIOD IS CALLED THE “RESTRICTION PERIOD.” OWNER IN GOOD FAITH BELIEVES THAT THE RESTRICTION PERIOD WILL END ON OR ABOUT MAY 1, 2060. IF ON THE DATE OF INITIAL OCCUPANCY AND THE DATE OF OCCUPANCY AFTER ALL VACANCY LEASES FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT IS BELOW THE MRT, THEN UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE RESTRICTION PERIOD ENDS, THE APARTMENT WILL NO LONGER BE RENT STABILIZED. AFTER SUCH DATE, THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR THE APARTMENT NOR WILL THE OWNER BE LEGALLY OBLIGATED TO RENEW THE LEASE. IF THE OWNER SHOULD ELECT TO RENEW THE LEASE AT THAT TIME, THE OWNER WILL NOT BE LEGALLY BOUND BY ANY GOVERNMENTAL RENT GUIDELINES AND MAY CHARGE AN UNREGULATED RENT.

HOWEVER, AS PREVIOUSLY INDICATED, IF ON THE DATE OF INITIAL OCCUPANCY OR OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE MRT, THIS APARTMENT IS NOT SUBJECT TO THE RSL AND CODE.

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

II. YOUR CONFIRMATION

Initial: *MYN* *NA*

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.

Tenant:

Signature:				
Print Name:				
Date:				

Landlord or Landlord's Representative:

Signature:	
Date:	

RIDER TO LEASE

Class Action Waiver

ADDITIONAL CLAUSE ATTACHED TO AND FORMING A PART OF THE LEASE DATED 08/26/2025 BETWEEN 44-01 Northern Owner LLC (LANDLORD) AND Yamin Nwe Myat and Neaton Jia Jun Ang (TENANT) REGARDING APARTMENT # 0310 IN THE BUILDING LOCATED AT 34-35 44th Street, Queens NY 11101 (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.

Tenant:

Signature:				
Print Name:				
Date:				

Landlord or Landlord's Representative:

Signature:	
Date:	



FIRE SAFETY PLAN

I/We, **Yamin Nwe Myat and Neaton Jia Jun Ang**, of Apartment #**0310** located in the building known as **34-35 44th Street, Queens, NY 11101** have received a copy of the building's current Fire Safety Plan.

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

CHECK ONE:

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

2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on **Pending**.

3. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises. However, there is a maintained and operational sprinkler system located in the following area(s):

Location	Last Maintenance	Last Inspection
Sprinkler Location	Inspection Date	Maintenance Date

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

Distributed by **44-01 Northern Owner, LLC** Date: **08/26/2025**

Received by:

Tenant:

Signature: _____
Print Name: _____
Date: _____

Landlord or Landlord's Representative:

Signature: _____
Date: _____

Copy of this form **MUST** be available for FDNY inspection. Original **MUST** be returned to **44-01 Northern Owner, LLC**

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING ADDRESS: 34-35 44th St, Queens, NY 11101

BUILDING OWNER/REPRESENTATIVE:

Name: **Greystar**
Address: **34-35 44th St, Queens, NY 11101**
Telephone: **(718) 313-0592**

BUILDING INFORMATION:

Year of Construction: **2024**
Type of Construction: **Non-Combustible**
Number of Floors: **14 Above Ground** **1** **Below Ground**
Sprinkler System: **Yes**
Sprinkler System Coverage: **Fully**

Fire Alarm: **Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.**
Manual Pull Stations: In hallways.

Public Address System: **Yes, All Apartments, Stairwell**
Location of Speakers: Stair wells.

Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Enclosed Interior Stair	A	North	5 Floor Terrace – Garage
Enclosed Interior Stair	B	North	5 Floor Terrace – Garage (basement)
Enclosed Interior Stair	C	East	10 Floor – Garage (basement)
Enclosed Interior Stair	D	West	Roof – Lobby
Enclosed Interior Stair	E	North	Roof – Lobby
Enclosed Interior Stair	F	South	Ground Level – Garage (basement)
Enclosed Interior Stair	G	North	Ground Level – Garage (basement)
Enclosed Interior Stair	H	East	Ground Level – Garage (basement)

Updated: 10/20/2024

Initial: **MYN** **NA**

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: **Hearthstone Astoria**
ADDRESS: **34-35 44th St, Queens, NY 11101**

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

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.

Initial:

MYN

NA

7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Initial: MYN NA

Fire Tower Stairs: These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

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

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

Initial: myn NA

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater risk to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Initial: MYN NA

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

Initial: *MYN* *NA*

BUILDING: **34-35 44th Street Queens, NY 11101**
TENANT(S): **Yamin Nwe Myat and Neaton Jia Jun Ang**

APARTMENT **0310**
DATE OF LEASE: **08/26/2025**

FIRE SAFETY ACKNOWLEDGEMENT FORM

I/we hereby acknowledge receipt of the attached fire safety plan in connection with my/our renting of Apartment **#0310** at the premises known as 34-35 44th Street, Queens, New York, NY 11101, pursuant to a lease dated **08/26/2025** and acknowledge that there is a working dual smoke detector/carbon monoxide unit in my apartment.

READ, AGREED AND ACCEPTED

Tenant:

Signature:

Print Name:

Date:

			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Landlord or Landlord's Representative:

Signature:

Date:

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

Notice for Suspected Gas Leaks, Smoke Detecting Devices, and Carbon Monoxide Alarms

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

Suspected Gas Leak Procedure: When a tenant suspects that a gas leak has occurred, the tenant should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Con Edison	(800) 752-6633
Provider	Number

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

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

Initial: MYN NA

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: 34-35 44th Street Queens, NY 11101

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.

Initial: MYN NA

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: 44-01 Northern Owner LLC
- b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

Acknowledgment and Signatures:

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

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.

Tenant:

Signature:				
Print Name:				
Date:				

Landlord or Landlord's Representative:

Signature:	
Date:	

NO SMOKING RIDER

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated 08/26/2025, 44-01 Northern Owner LLC ("Owner") and Yamin Nwe Myat and Neaton Jia Jun Ang as Tenant(s) ("Tenant"), for Apartment # 0310 ("Apartment") in the premises located at 34-35 44th Street, Queens, NY 11101 ("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 twenty (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 twenty (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 member's 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 Owner's 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.

Initial: MYN NA

7. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the Building as a non-smoking building, nor shall Owner's failure or inability

8. 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.

9. 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.

10. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

11. The covenants, agreements, terms, provisions and conditions contained in this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

Tenant:

Signature:

Print Name:

Date:

			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Landlord or Landlord's Representative:

Signature:

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): Yamin Nwe Myat and Neaton Jia Jun Ang

Lease Premises Address: 34-35 44th Street Queens, NY 11101

Apartment Number: 0310 (the "Leased Premises")

Date of Lease: 08/26/2025

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 <u>Pending</u>

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.

Tenant:

Signature:   _____
Print Name: _____
Date: _____

Landlord or Landlord's Representative:

Signature: _____
Date: _____



WINDOW GUARDS REQUIRED

Lease Notice to Tenant

New York City
Department of
Health and
Mental Hygiene

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

Your landlord 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 ONE

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☒ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

Yamin Nwe Myat and Neaton Jia Jun Ang
Tenant (Print)

		
Tenant's Signature		Date
34-35 44 th Street, Queens, NY 11101	Apt# 0310	
Tenant's Address	Apt No.	

RETURN THIS FORM TO:

Owner/Manager
34-35 44th Street Queens NY 11101
Owner/Manager's Address

**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*

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. **The owner must make the stove knob covers available within 30 days of this notice.**

Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by August 28, 2025:

- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ No, I DO NOT want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☒ No, I DO NOT want stove knob covers for my stove. There is no child under age six residing in my apartment.

Print Name, Address, and Apartment Number:
Tenant(s): Yamin Nwe Myat and Neaton Jia Jun Ang
Unit: 34-35 44th Street #0310, Queens, NY 11101

Return this form to: (Owner address):
Name:
Address:
Phone:

Tenant:

Signature:





Print Name:

Date:

Landlord or Landlord’s Representative:

Signature:

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.

Address: 34-35 44th Street, Queens, NY 11101

Apartment Number: Apt # 0310

Tenant:

Signature:

Print Name:

Date:

Landlord or Landlord's Representative:

Signature:

Date:

Occupant: Keep one copy for your records

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): Yamin Nwe Myat and Neaton Jia Jun Ang

Subject Premises: 34-35 44th Street Queens, NY 11101

Apt. #: 0310

Date of vacancy lease: 08/26/2025

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: _____

Tenant:

Signature:   _____
Print Name: _____
Date: _____

Landlord or Landlord's Representative:

Signature: _____
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.



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



Keep Homes
Healthy and Safe



nyc.gov/hpd



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)313-0592, or by e-mailing hearthstonemgr@greystar.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.

Initial:  

- If you need grab bars in your bathroom, you can request that your housing provider install them. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

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

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

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

How to File a Complaint

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

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

+ This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.

Initial:  

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, 44-01 Northern Owner LLC (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27-2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Tenant:

Signature:

Print Name:

Date:

			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Landlord or Landlord's Representative:

Signature:

Date:

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

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

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

TENANTS SHOULD:



Keep homes clean and dry.



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



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



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



Use garbage cans with tight-fitting lids.



Let building staff into homes to make any needed repairs.



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



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

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

For more information about property owner responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

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



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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



All property owners must use integrated pest management (IPM) practices to safely control pests and fix building-related issues that lead to pest problems.

- Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
- Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
- Attach door sweeps to all doors that lead to hallways, basements or outside.
- Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
- Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation-licensed pest professional.



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

- Remove any standing water, and fix leaks or moisture conditions.
- Move furniture away from work areas or cover with plastic sheeting before cleaning.
- Limit the spread of dust. Use methods such as sealing off openings (for example, doorways, ventilation ducts) and gently misting the moldy area with water and soap or a mild detergent, before cleaning.
- Clean moldy areas with water and soap or a mild detergent. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
- To clean 10 or more square feet of mold in a building with 10 or more apartments, property owners **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



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

- **Inspect every apartment and the building's common areas** for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Respond to tenant complaints or requests for an inspection.
- **Provide a copy of this fact sheet** and a notice with each tenant's lease that clearly states the property owner's and tenant's responsibilities to keep the building free of indoor allergens.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.

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

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on August 21, 2024, in Case 24-E-0002: Notice of Intent of 44-01 Northern Owner, LLC to Submeter Electricity at 34-35 44th Street, Queens, New York, 11101 Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building located at 34-35 44th Street, Queens, New York 11101 (the "Building") is a submetered facility. 44-01 Northern Owner LLC (the "Owner") is the owner of the Building. The Owner, itself or through its managing agent (together with the Owner, the "Submeterer"), is responsible for the administration of submetering to your residential unit and will invoice you for your monthly electric usage. A third-party billing company under contract with the Submeterer prepares residents' invoices for their respective monthly electricity usage. Residents, in turn, receive their monthly submetered electricity bills from the Submeterer or its third-party billing company.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer through the Management Office by telephone at (718) 313-0592 or by mail at hearthstone@greystar.com. In the event of a complaint about the submetered electricity bill, you shall submit such complaint in writing to the Submeterer by mail to the address in the previous sentence. In turn, the Submeterer and/or its third-party billing company shall investigate your complaint within fifteen (15) days of the receipt of the complaint and will report the results to the complainant thereafter. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. If you and the Submeterer cannot reach an equitable agreement and you continue to believe the complaint has not been adequately addressed, then you may file a complaint with the PSC through the Department of Public Service.

Initial:





Alternatively, you may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, by facsimile at (212) 417-2234, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electricity bills that you receive show the amount of kilowatt hours (“kWh”) that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges but excluding sales tax) exceed the utility’s (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Submeterer may terminate or disconnect service under certain conditions (*i.e.*, nonpayment of electricity bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Submeterer. Usted tiene el derecho de solicitar información en facturas e informativos en Español. Para solicitar información en español, póngase en contacto con el Submeterer.

You may request budget billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Budget billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Submeterer or its third-party billing company will review the budget billing for conformity with actual billings and may adjust that monthly amount as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. You may contact the Submeterer to discuss the details of a budget billing plan, if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electricity bills are accurate and correct is important to the Submeterer and to you. That is why every effort is made to read your meter regularly.

Initial:  

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (*see* P.S.C. No. 10 – Electricity, Leaf Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Supplemental Nutrition Assistance Program, the federal Lifeline program or any other program associated with the federal Lifeline program, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Submeterer by telephone or in writing and we will work with you to determine your eligibility.

If you are having difficulty paying your electricity bill, please contact the Submeterer by telephone or in writing in order to see if you qualify for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the Submeterer and customer. If you can demonstrate to the Submeterer a financial need, the Submeterer can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Submeterer will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exists:

(a) Medical Emergencies. You must provide a medical certificate from a doctor or local board of health establishing that you and/or another resident is suffering from a medical emergency.

(b) Life Support Equipment. You must provide a medical certificate from a doctor or local board of health if you and/or another resident suffers from a medical condition requiring electricity service to operate a life-sustaining device.

When the Submeterer becomes aware of such hardship, the Submeterer can refer you to the local Department of Social Services.

Initial: 



Special protections may be available if you are, and those living with you are age, eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. Please contact the Submeterer to ensure that you receive all of the protections for which you are eligible.

You can also designate a third party as an additional contact to receive notices of past due balances. Further, you may designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to you, provided that the designated third party agrees in writing to receive such notices. The Submeterer shall inform the designated third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to you. The Submeterer shall promptly notify you of the refusal or cancellation of such authorization by your designated third party. If you are interested in this voluntary third-party notice, please notify the Submeterer with the third party's contact information and written agreement of the third party to receive copies of all notifications relating to past due balances, the disconnection of service, or other credit actions sent to you.

Initial:





Please review the attached “Special Protections Registration Form” relating to some of the rights discussed above. Although you are not required to do so, please fill it out if you qualify for any special protection described on the form. You may return the completed form to the Submeterer.

Initial: *MYN* *NA*

**SPECIAL PROTECTIONS
REGISTRATION FORM**

Please complete this form if any of the following applies. Return this form to:

**OWNER/MANAGER
ADDRESS**

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name: Yamin Nwe Myat and Neaton Jia Jun Ang

Address: 34-35 44th Street

Unit # 0310

Town/City: Queens

Zip: 11101

Telephone # Daytime

Evening

Account # (as shown on bill)

I, the Unit Occupant, would like to be considered for Special Protections because (check all that apply):

- ☐ I am 62 years of age or over, and any and all persons residing therewith are either 62 years of age or older or 18 years of age or younger
- ☐ I am, or a person residing with me is, blind (legally or medically)
- ☐ I have, or a person residing with me has, a permanent disability (type):

- ☐ I have, or a person residing with me has, a medical hardship (type):

- ☐ I have, or a person residing with me has, a life support hardship (type):

Initial:

MYN

NA

I, the Unit Occupant, receive government assistance.

- ☐ I receive public assistance. My case number is:

- ☐ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

Please send me more information about:

- ☐ Budget billing

Voluntary Third-Party Notice

Please check the box below if you would like to designate a third party to receive all notifications relating to termination, disconnection, or suspension of your electric service or other credit actions relating to your electric service. If you would like these notices to be provided to a third party, we will contact you to secure the contact information of your third-party designee.

- ☐ I would like to appoint a third party

Initial: MYN NA

Rider to Lease: Submetering

44-01 Northern Boulevard, 34-35 44th Street Queens, New York 11101

1. Consolidated Edison Company of New York, Inc. (“Con Edison”) or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the “Distribution Utility”) provides electricity to the building located at 34-35 44th Street, Queens, NY 11101, or formerly addressed as 44-01 Northern Blvd, Long Island City, NY 11101 (the “Building”).
2. You, the tenant (“you” and “your”), acknowledge that, on 08/26/2025, in Case 24-E-0002: Notice of Intent of 34-35 44th Street to Submeter Electricity at 34-35 44th Street, Astoria, New York, Located in the Territory of Consolidated Edison Company of New York, Inc. (“Con Edison”), the New York State Public Service Commission (“PSC”) approved the Building to submeter electricity to the Building’s residential units (individually, the “Unit” in which you reside and collectively, the “Units”). You further acknowledge that you will be required to pay 44-01 Northern Owner LLC (the “Owner”), the owner of the Building, for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Owner, its managing agent (together with the Owner, the “Submeterer”), or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act (“HEFPA”) before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced.
4. The rate calculation to be used is the Con Edison Service Classification No. 1 for direct metered service. Specifically, bills will be calculated by multiplying a resident’s kilowatt hour (kWh) usage by the Con Edison Service Classification No. 1 rate for a billing period, plus applicable taxes.
5. The Con Edison Service Classification No. 1 rate is a combination of various items, including, but not limited to:

Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into separate components, including market supply, monthly adjustment, and delivery (transmission and distribution).

Systems Benefit Charge (SBC): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

The following is a nonexclusive example of the formula that will be used to derive a resident’s electricity charges based on the current Con Edison Service Classification No. 1 rate and a monthly use of 250 kWh:

Initial: 

Type of Charge	Calculation	Total
Basic Charge		\$AA.AA
kWh	.XXXXXX times 250 kWh	\$AA.AA
SBC	.XXXXXX times 250 kWh	\$AA.AA
Fuel Adjustment Charge	.XXXXXX times 250 kWh	\$AA.AA
Subtotal		\$BB.BB
Utility Tax	.XXXXXX times Subtotal BB.BB	\$CC.CC
New Subtotal		\$DD.DD
Sales Tax	New Subtotal DD.DD times .045000	\$EE.EE
	New Subtotal DD.DD plus EE.EE	\$FF.FF
Total Resident Cost		\$GG.GG

All Con Edison rates by classification are available on its website (www.coned.com) under "Rates and Tariffs." The applicable electric rates and tariffs are listed under the heading "P.S.C. No. 10 – Electricity."

In no event will the total rate for a billing period (including any monthly administrative charge but excluding sales tax) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly situated, direct-metered residential customers.¹

The Applicant or its third-party electric billing company will read the meters and process a bill based on the resident's actual consumption. The meter reading data and billing calculations will be documented and maintained for a six-year period for each unit.²

6. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeter by telephone at (212) 930 - 9300 or by mail at www.Quadlogic.com. The Submeterer or its third-party billing company shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

¹See 16 NYCRR § 96.1 (i).

²See 16 NYCRR § 96.6 (j)

Initial:  

7. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Submeterer's response to your complaint or at any time regarding submetered service.
8. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results.
9. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
10. If you have difficulty paying you electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
11. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:

Initial: 



(a) Medical Emergencies. You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.

(c) Life Support Equipment. You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical condition requiring electricity service to operate a life-sustaining device.

When the Submeterer becomes aware of any such hardship, the Submeterer can refer you to the local Department of Social Services.

12. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.

13. You may designate a third party as an additional contact to receive notices of past due balances for your electrical charges, notifications relating to the disconnection of service, or other credit actions.

14. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.

15. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving the Unit, including the Unit's submeter.

16. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Unit.

17. If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.

Initial: MYN NA

18. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

ACKNOWLEDGED, UNDERSTOOD, AND AGREED

Tenant:

Signature:				
Print Name:	_____	_____	_____	_____
Date:	_____	_____	_____	_____

Landlord or Landlord's Representative:

Signature:	_____
Date:	_____

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



LIGHTING

- Replacing 15 inefficient incandescent bulbs in your home with energy-saving bulbs could save you about \$50 per year.
- Keep your curtains or shades open to use daylight instead of turning on lights. For more privacy, use light-colored, loose-weave curtains to allow daylight into the room.
- Use timers to turn off lights when you're away from home.
- The following types of light bulbs are more energy efficient than the traditional incandescent light bulb:
 - **Energy-saving/halogen incandescent bulbs** are 25% more efficient and last three times longer.
 - **CFL bulbs** use about 75% less energy and last up to 10 times longer. These bulbs contain a small amount of mercury and should be handled carefully if broken, and recycled at the end of their lifespan.
 - **LED bulbs** use about 75% less energy and last up to 25 times longer.



KITCHEN APPLIANCES

- Your apartment is equipped with an ENERGY STAR dishwasher and refrigerator.
- Use your dishwasher efficiently, as it uses the same amount of energy whether full or mostly empty when a cycle is run.
- Let your dishes air dry; if you don't have an automatic air-dry switch, turn off the control knob after the final rinse and prop the door open slightly so the dishes will dry faster.
- Don't keep your refrigerator or freezer too cold. Recommended temperatures are 37°-40° F for the fresh food compartment and 5° F for the freezer section.
- Cover liquids and wrap foods stored in the refrigerator. Uncovered foods release moisture and make the compressor work harder.



HOME ELECTRONICS

- ENERGY STAR-labeled office equipment is widely available.
- Using an ENERGY STAR computer can save 30%-65% energy.
- Laptops consume less energy than desktop computers.
- Screen savers on your computers do not reduce energy in the way a sleeping or turned-off computer can.
- Turning off electronics when not in use, or plugging AC adapters into power strips that can be turned off, can result in significant energy savings.
- Use rechargeable batteries, as they are more cost effective than disposable batteries.



LAUNDRY

- Your apartment is equipped with an ENERGY STAR clothes washer.
- Dry towels and heavier cottons in a separate load from lighter-weight clothes.
- Don't over-dry your clothes. If your machine has a moisture sensor, use it.
- Clean the lint screen in the dryer after every load to improve air circulation and prevent fire hazards.
- Consider air-drying clothes on drying racks. Air drying is recommended by clothing manufacturers for some fabrics.



THERMOSTAT

- When you are home and awake, set your thermostat as low as is comfortable. When you are asleep or out of the house, turn your thermostat back 10°-15°. A programmable thermostat can make it easy to set back your temperature.
- We recommend you watch this ENERGY STAR podcast on thermostat operation: www.energystar.gov/index.cfm?c=products.pr_podcasts

**NO SHORT TERM AND/OR
TRANSIENT OCCUPANCY RIDER**

RIDER TO LEASE dated 08/26/2025, by and Between 44-01 Northern Owner LLC ("Owner") and Yamin Nwe Myat and Neaton Jia Jun Ang ("Tenant"), the building known as for Apartment 0310 at and located at 34-35 44th Street, Queens, NY 11101 (the "Premises").

Owner and Tenant hereby agree as follows:

1. Class "A" Multiple Dwelling receiving RPTL 421-a(16) benefits. 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, and that the Premises receive tax benefits pursuant to RPTL 421-a(16). Tenant further acknowledges that the Apartment is classified as a "Affordable Unit" pursuant to RPTL 421-a(16)(xl).

2. 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.

3. 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.

4. 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.

5. 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

Initial:  

connection with any litigation or negotiations with Tenant, or any other tenants of the Building with respect to the foregoing.

6. 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.

Tenant:

Signature:				
Print Name:				
Date:				

Landlord or Landlord's Representative:

Signature:	
Date:	

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	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 ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = 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.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

FLOOD HISTORY AND RISK NOTICE

Pursuant to and in accordance with New York State Real Property Law Section 231-b, all residential leases shall provide notice of previous flood history and current flood risk of the leased premises. The Landlord hereby provides such notice by checking one of the following options:

- ☐ Any or all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ Any or all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ Any or all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ The leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow, which is detailed as follows (attach addendum if more space is needed): _____
- ☒ None of the above conditions apply to any portion of the Leased Premises.

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

Tenant:

Signature: _____
Print Name: _____
Date: _____

Landlord or Landlord's Representative:

Signature: _____
Date: _____

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

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE DATED 08/26/2025, BETWEEN 44-01 Northern Owner LLC , THE OWNER OF THE BUILDING, AND Yamin Nwe Myat and Neaton Jia Jun Ang 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 08/26/2025 by and between **44-01 Northern Owner LLC**, the owner ("Owner") of the premises known as and located at 34-35 44th Street, Queens, NY 11101("Building") and **Yamin Nwe Myat and Neaton Jia Jun Ang**, the tenant ("Tenant") of Apartment # 0310 ("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.

Tenant:

Signature:				
Print Name:	_____	_____	_____	_____
Date:	_____	_____	_____	_____

Landlord or Landlord's Representative:

Signature:	_____
Date:	_____

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH)

Date: 08/26/2025

Renter Name: Yamin Nwe Myat and Neaton Jia Jun Ang

I hereby authorize 44-01 Northern Owner LLC to initiate debit entries to my checking

Owner/Manager

account at the depository financial institution indicated on the attached voided check. This will be done on the 1st day of each month for the full amount of the recurring monthly rent. ***I understand that I will still receive a monthly statement and that any other one-time special payment or miscellaneous fees will also be automatically debited.***

This authorization is to remain in full force and effect until

44-01 Northern Owner LLC

Owner/Manager

has received written notification from me of its termination.

Name: Yamin Nwe Myat and Neaton Jia Jun Ang.

Date: 08/26/2025.

Tenant:

Signature: _____

Print Name: _____

Date: _____

Landlord or Landlord's Representative:

Signature: _____

Date: _____

Property Address: 34-35 44th Street, Queens , NY 11101 Apartment No. 0310

Renter ID: _____ (as found on monthly statement)

Phone Number: _____

Email Address _____

@

PLEASE ATTACH VOIDED SAMPLE CHECK HERE

AMENITIES AGREEMENT
MARKET APARTMENTS
44-01 NORTHERN BOULEVARD 34 -35 44th STREET QUEENS, NY 11101

Licensee Name: 44-01 Northern Owner LLC	
Tenant of Record Name: Yamin Nwe Myat and Neaton Jia Jun Ang	
Address: 34-35 44 th Street, Apt. #0310, Queens, NY 11101	Telephone:

Execution of this Agreement by the undersigned occupant (referred to herein as the “Licensee”) of apartment 0310 (referred to herein as the “Apartment”), shall entitle the Licensee to the use of the amenities (referred to herein as the “Amenities”) at the premises known as **35-35 44th Street Queens, NY 11101**, located at **34-35 44th Street, Queens, NY 11101**, in the City of Astoria, and State of New York, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

The owner and landlord of the Building is **44-01 NORTHERN OWNER LLC**, (referred to herein as the “Licensor”).

The tenant(s) of record of apartment # 0310 is/are Yamin Nwe Myat and Neaton Jia Jun Ang (referred to herein as the “Tenant”).

The Amenities include the following:

- Lobby Lounge
- Courtyard
 - Dog Run
 - Pet Spa
- Fitness Center
- Party Room
- Children’s Playroom
- Sky Lounge
 - Co-Working Café
 - Library
 - Gaming Area
 - Dining Area
 - Entertainment Area
- Roof Terrace

Initial: MYN NA

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

1. The term ("Term") of this License shall commence on **09/30/2025** ("Commencement Date") and expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires on **09/29/2026**, whichever is earlier ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires.

2. In consideration for the granting by Licensors of the License to Licensee, Licensee shall pay to Licensors a license fee ("License Fee") equal to the sum of **\$ 70** per month, in advance, on the first day of each month. Licensors may increase the License Fee on thirty (30) days prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License Fee is not received on or before the fifth (5th) day of the month, a late charge shall be charged in accordance with the late payment provisions of the Lease.

3. Licensee (and any additional licensee) shall be provided with an electronic keyfob to gain admission to the Amenities. The keyfob assigned to the Licensee shall be used solely by the Licensee and shall not be transferable, except as provided herein.

4. Use of the Amenities shall be on a first come, first served basis. The Licensors does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensors, and may, under all circumstances, be utilized only by licensees who reside in the subject building.

5. **Hours of Operation**: The amenities hours of operation are specified herein. The hours of operation are subject to change at any time.

6. **General Rules & Regulations**:

A. The Resident Manager is available for handling all questions regarding membership, policies and procedures, reservations and room rentals, and is available Monday – Friday, 8:00 AM – 8:00 PM.

B. Except where specified herein, proper attire for the amenities shall consist of, at a minimum, shirt, shorts, and footwear.

C. Licensee agrees and understands that **all Amenity areas** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted.

D. Except where specified herein, no use of electrical appliances is permitted, and no music may be played or produced.

Initial:  

E. All independent service providers (personal trainers, exercise class instructors, caterers, etc.) must register prior to being allowed entry to the amenities and must be accompanied by Licensee. Licensee can refer to the Resident Manager for registration information.

F. Licensee must adhere to the age limit restrictions per designated area.

G. A licensee wishing to bring a guest(s) must register their guest(s) in advance. Except where specified herein, the licensee wishing to bring a guest must at least eighteen (18) years of age.

H. Under no circumstances are any guests to receive instruction from personal trainers, exercise class instructors, or any other instructor.

I. Except where specified herein, a non-resident caretaker/guardian shall be considered a guest.

J. Except where specified herein, all guests must be accompanied by the Licensee throughout the visit.

K. Licensees shall have a priority for the use of the Amenities.

L. Licensee agrees that s/he will not permit the guest to do anything that will interfere with the rights, comforts or convenience of other licensee, and Licensee shall be liable for the behavior and actions of any guest they bring. Therefore, it is required that Licensee obtain insurance (renter's insurance) for their respective apartment. When Licensee obtains renter's insurance, Licensee must name thereon the Licenser herein and its "principals and agents" as "additional assureds".

7. Lobby Lounge – Rules & Regulations:

A. The hours of operation of the Lobby Lounge, located on the ground floor of the Building, are as follows: Sunday – Saturday, 6:00 AM – 10:00 PM.

B. The Resident Lounge shall be used only by persons who are least sixteen (16) years of age or older. Children ages six (6) to fifteen (15) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.

C. Licensee may bring up to **two (2)** guests maximum at a time.

D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Lounge, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.

E. The Lobby Lounge shall include the following areas which shall be available on a first come, first serve basis: wine/coffee bar.

F. Amenity use is on a first come, first serve basis. When other members are waiting to use a piece of furniture and/or equipment, Tenant shall limit his/her use of said piece of furniture/equipment to sixty (60) minutes.

G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups.

H. Licensee is responsible for disposing of all garbage.

I. Management is not responsible for any personal items left in the Resident Lounge.

Initial: MYN NA

J. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.

K. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

8. Courtyard Dog Run – Rules & Regulations:

A. The hours of operation of the Dog Run, located in the Building courtyard, are as follows: Sunday – Saturday, 6:00 AM – 10:00 PM.

B. The Dog Run may be utilized only by approved pets currently residing with Licensee.

C. The Dog Run shall be used only by persons who are least thirteen (13) years of age or older. Any persons under the age of thirteen (13) are prohibited from using the Dog Run.

D. No guests are permitted to use the Dog Run.

E. Dog food and water may only be consumed in shatterproof bowls. Food for human consumption is prohibited. Water for human consumption is permitted, and must be in shatterproof bottles or cups.

F. Amenity use is on a first come, first serve basis.

9. Courtyard Pet Spa – Rules & Regulations:

A. The hours of operation of the Pet Spa are as follows: Sunday – Saturday, 6:00 AM – 10:00 PM.

B. The Pet Spa is a self-service area. There shall be no staff supervising the use of the Pet Spa.

C. The Pet Spa may be utilized only by approved pets currently residing with Licensee.

D. No guests are permitted to use the Pet Spa.

E. No food or drink of any kind is permitted in the Pet Spa area.

F. Amenity use is on a first come, first serve basis.

10. Fitness Center – Rules & Regulations:

A. The Fitness Center, located on the second floor of the Building, is available on a 24/7 basis.

B. The Fitness Center shall be used only by persons who are least sixteen (16) years of age or older. Children ages twelve (12) to fifteen (15) years of age must be accompanied by an adult guardian. Children under the age of twelve (12) are prohibited from using the Fitness Center.

C. Licensee may bring up to **two (2)** guests maximum at a time.

D. Equipment use is on a first come, first serve basis. When other members are waiting to use a piece of exercise equipment, Licensee shall limit his/her use of said piece of equipment to thirty (30) minutes.

Initial: MYN

NA

- E. After Licensee has completed using a piece of equipment, Licensee must wipe down the piece of equipment.
- F. Licensee must return any equipment accessories used to their original location.
- G. Licensee must not drop weights or make loud noises during his/her workout.
- H. Food and drink are prohibited in exercise spaces, except for water in shatterproof bottles.
- I. Licensee is responsible for disposing of all garbage (wipes, etc.).
- J. Open-toed shoes and/or bare feet are not permitted.
- K. Management is not responsible for any personal items left in the Fitness Center.

11. Party Room – Rules & Regulations:

- A. The hours of operation of the Party Room, located on the second floor of the Building, are as follows: Sunday – Saturday, 6:00 AM – 10:00 PM.
- B. The Party Room shall be used only by persons who are least eighteen (18) years of age or older.
- C. Licensee may bring up to **two (2)** guests maximum at a time.
- D. The Party Room shall include the following furniture and equipment.
- E. When other members are waiting to use a piece of furniture, Licensee shall limit his/her use of said piece of furniture to sixty (60) minutes.
- F. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups.
- G. Licensee is responsible for disposing of all garbage.
- H. Management is not responsible for any personal items left in the Resident Lounge.
- I. Amenity use is on a first come, first serve basis. However, if advance reservations for the Party Room are made with the Resident Manager, the reservation takes precedence.
- J. Rental agreements for the Party Room are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

12. Children's Playroom – Rules & Regulations:

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

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C. For the Children's Playroom, only registered guests are permitted in addition to the Tenant and/or qualified occupants.

D. The presence of the Licensee is not required, only if Licensee's child/children are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In order to access the Children's Playroom, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob. Children shall not be left unattended in the Children's Playroom.

E. The Children's Playroom provides various equipment and toys which shall not be permitted to be removed from the room under any circumstances.

F. Food and drink shall not be permitted in the Children's Playroom, with the exception of water in shatterproof bottles, and either infant formula or breast milk in baby bottles.

G. Management is not responsible for any personal items left in Children's Playroom.

H. Children's Playroom use is on a first come, first serve basis.

13. Sky Lounge – Rules & Regulations:

A. The hours of operation for the Sky Lounge, located on the 10th floor of the Building, are as follows: Sunday – Saturday, 6:00 AM – 10:00 PM.

B. The Sky Lounge shall be used only by persons who are least sixteen (16) years of age or older. Children ages six (6) to fifteen (16) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.

C. Licensee may bring up to **two (2)** guests maximum at a time.

D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Indoor Lounge, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.

E. The Sky Lounge shall include the following areas and equipment, which shall be available on a first come, first serve basis:

- 1.Co-working café;
- 2.Library;
- 3.Fireplace;
- 4.Gaming area;
- 5.Dining area; and
- 6.Entertainment area.

F. When other members are waiting to use a piece of furniture or equipment, Licensee shall limit his/her use of said piece of equipment to sixty (60) minutes.

G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups

H. Management is not responsible for any personal items left in the Sky Lounge.

Initial:  

I. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.

J. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above, with a maximum of 25 guests.

14. Roof Terrace – Rules & Regulations

A. The hours of operation of the Roof Terrace are as follows: Sunday – Saturday, 6:00 AM – 10:00 PM.

B. The Roof Terrace shall be used only by persons who are least eighteen (18) years of age or older. Children ages six (6) to seventeen (17) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.

C. Licensee may bring up to **two (2)** guests maximum at a time.

D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Lounge, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.

E. The Roof Terrace shall include the following areas and equipment, which shall be available on a first come, first serve basis:

1. Sun deck;
2. Outdoor dining area; and
3. Lounge area.

F. Amenity use is on a first come, first serve basis. When other members are waiting to use a piece of furniture, Licensee shall limit his/her use of said piece of equipment to sixty (60) minutes.

G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups.

H. No balls or toys may be brought to the Rooftop.

I. Licensee is not permitted to utilize any of the planters for personal use.

J. Management is not responsible for any personal items left on the Rooftop.

K. Amenity use is on a first come, first serve basis.

15. The Amenities may never be utilized for more than **4 hours** at a time.

16. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$250.00** per hour.

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NA

17. The Licenser reserves the right to close all or part of any of the Amenities, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Licensee to continue to provide the Amenities.

18. The Licensee shall comply with all rules, regulations and directives posted by the Licenser in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licenser in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licenser in accordance with terms and conditions of ¶ 27 herein.

19. The Licenser, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the building and/or within the Amenities.

20. Use of the Amenities is at the Licensee's risk, and Licenser assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.

21. With respect to the Fitness Center, adults who possess a working knowledge and ability to use the equipment and which adults are free of medical conditions such as heart, lung, tendency to have strokes and or any other serious condition which would make use of said equipment contra-indicated shall utilize the Fitness Center. Licensee further acknowledges that the use of this area will be unsupervised and Licensee further understands that the Licenser herein takes no responsibilities for any accident that may occur to Licensee as a result of the use of equipment or another Licensee's use of the equipment in the said rooms and Licensee has herein agreed that if Licensee uses and or utilizes said equipment that Licensee's use thereof shall be at Licensee's sole risk. Licensee should consult with Licensee's physician and or doctor prior to using such equipment.

22. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licenser, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.

Initial: 



23. Licensee assumes the risk of the use of the Amenities. Licensee expressly waives and releases Licensor from all claims against Licensor and agrees to hold Licensor harmless for any loss, damage or injury resulting from the use of the roof deck and/or gym, regardless of the cause. Licensor shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.

24. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Licensor, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Licensor harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Licensor by reason of any such claim, Licensee, upon notice from Licensor, agrees to resist and defend such action at Licensee's sole cost and expense.

25. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.

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

27. Default and Termination

A. If Licensee fails to carry out any agreement or provision of this License, both Licensee and Tenant default under the License.

Initial: MYN NA

B. If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licenser may serve Licensee and Tenant with a written notice to stop or correct the specified default within ten (10) days. Licensee and Tenant must then either stop or correct the default within ten (10) days, or, if Licensee and Tenant need more than ten (10) days, Licensee and Tenant must begin to correct the default within ten (10) days and continue to do all that is necessary to correct the default as soon as possible. If Licensee and Tenant do not stop or begin to correct a default within ten (10) days, Licenser may give Licensee and Tenant a second written notice that this License will end six (6) days after the date the second written notice is sent to Licensee and Tenant. At the end of this six (6) day period, this License will end and Licenser immediately shall turn off Licensee's access cards. In addition to the foregoing, Licenser shall have the right to ask a Court give the Licenser such other relief as the Court can provide.

C. If Licensee does not pay the License Fee within five (5) days of when this License requires, Licenser or Licenser's agent shall send Licensee, via certified mail, a written notice stating the failure to receive such License Fee. Provided Licenser has served Licensee with a fourteen (14) day written demand, and Licenser does not receive the overdue Licensee Fee within fourteen (14) days after such written fourteen (14) day demand for Licensee Fee has been made, Owner may commence an action or summary proceeding seeking the payment of all License Fees.

D. If Licensee defaults under the License, Licensee and Tenant consent to any process that may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant and Licensee at the Apartment, or in any manner provided by New York Law.

E. The License shall immediately be revoked by Licenser at such time as the Licensee vacates the Apartment or the Apartment's Lease terminates or expires – without Licenser commencing any legal action or proceeding.

F. Licensee shall not assign or sublet this License. In any such event, the License shall immediately be revoked by Licenser.

G. Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee might otherwise have to reinstate or renew the License.

28. Termination by Licensee. Provided that Licensee is in full compliance with all of the terms and conditions of the License, Licensee shall be permitted to terminate the License upon at least thirty (30) days' notice sent to Licenser at Licenser's place of business, by certified mail, return receipt requested, and to the Licenser's agent, Management Office by e-mail at hearthstone@greystar.com, of Licensee's election to terminate the License on the thirtieth (30th) day of such notice or such later date as Licensee shall specify in the notice; but, notwithstanding the amount of notice provided, said termination date must be on the last day of a month.

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NA

29. Renewal

A. Unless this License is terminated by Licensor pursuant to ¶ 27 prior to its expiration, or terminated by Licensee pursuant to ¶ 28 prior to its expiration, this Agreement shall expire at the end of the Term. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Apartment's renewal lease.

B. If Licensee wishes to renew the License, Licensee shall execute a License Renewal form prior to the expiration of the Term. Said License Renewal shall expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's renewal lease terminates or expires, whichever is earlier.

30. Notice

A. Notice to Licensee may be given by Licensor, *at Licensor's election*, by ordinary mail, by certified mail, certificate of mail or by hand delivery to the Apartment.

B. Notice to Licensor must be given by certified mail, return receipt requested, at Licensor/s address set forth above or such other address as Licensor may designate in writing.

C. Any notice shall be deemed given on the date it is posted if mailing is used.

31. Surrender

A. Upon the expiration or earlier termination of this License, Licensee shall surrender all keys and/or access cards to the amenities to the Licensor.

B. Any expenses incurred by Licensor for Licensee's failure to surrender the keys and/or access cards to the Licensor upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease

C. If Licensee shall fail to surrender the keys and/or access cards upon the expiration or earlier termination of this License, Licensor shall proceed as provided in ¶ 29.

32. This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the amenities (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.

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

Initial: 



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

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

Tenant:

Signature:				
Print Name:	_____	_____	_____	_____
Date:	_____	_____	_____	_____

Landlord or Landlord's Representative:

Signature:	_____
Date:	_____

**RIDER TO AMENITIES MEMBERSHIP AGREEMENT -
MEMBERSHIP FEE INTRODUCTORY OFFER**

IT IS HEREBY AGREED this day 08/26/2025, by and between 44-01 Northern Owner LLC (hereinafter "Licensor"), and Yamin Nwe Myat and Neaton Jia Jun Ang (hereinafter "Licensee"), tenant of Apartment #0310 (hereinafter "Apartment") in the building located at 34-35 44th Street, Queens, NY 11101 (and formerly addressed as 44-01 Northern Blvd, Long Island City, NY 11101 ("Building") as follows:

1. The parties agree that the Licensor offers certain amenities (hereinafter "Amenities") at the Building, and that Licensee has signed a license agreement (hereinafter "Agreement"), dated 08/26/2025, to enjoy the Amenities.

2. The parties agree that the cost to utilize the Amenities per the Agreement ("Membership Fee") is **\$70 per month per lease holder.**

3. During the entire term of the Agreement, the Membership Fee for the Amenities shall remain the sum set forth in ¶ 2 of this Rider; however, as a result of ongoing construction activities at the Building and the Apartment, and as an introductory offer for new tenants at the Building, **the Licensor agrees to waive the Licensee's Membership Fee** for the period from 08/30/2025 through 02/28/2026

4. Said temporary waiver of the Membership Fee is not intended as a preference to govern throughout Licensee's tenancy in the Apartment. Other than during the periods specified at ¶ 3 of this Rider, the full monthly Membership Fee recited in this Agreement must be paid in order to satisfy Licensee's Membership Fee obligation. It is acknowledged and agreed by the parties that the Membership Fee for any subsequent renewal of the Agreement will be based upon the Membership Fee set by the Licensor, such that the Licensor's willingness and agreement to waive the Membership Fee for a period of time have no effect upon the full amount of the Membership Fee.

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

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

Tenant:

Signature:   _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: _____
Print Name: _____

**44-01 NORTHERN BOULEVARD
34-35 44TH STREET QUEENS, NEW YORK 11101
APT. #0310**

**EARLY OCCUPANCY AGREEMENT
DURING CONSTRUCTION
(License)**

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE DATED 08/26/2025, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

LICENSE AGREEMENT ("Agreement") by and between 44-01 Northern Owner LLC ("Licensor"), with offices at 34-35 44th Street Queens, NY 11101 and Yamin Nwe Myat and Neaton Jia Jun Ang ("Licensee"), whose address is 34-35 44th Street, Queens, NY 11101 Apt # 0310.

WHEREAS, pursuant to a certain lease dated 08/26/2025, (hereinafter "the Lease") Licensee will be the tenant of Apartment 0310 (the "Apartment") at 34-35 44th Street, Queens, NY 11101 ("Building") commencing on 09/30/2025 ("the Commencement Date"); and

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

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

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

1. Licensor hereby grants permission for Licensee to occupy the Apartment prior to the Commencement Date.

Licensor hereby grants permission to the Licensee to occupy the Apartment effective 08/30/2025.

Initial:

MYN

NA

2. The License shall be for a term commencing 09/30/2025 and expiring on 09/29/2026 ("License Period").

3. Occupancy of the Apartment by Licensee prior to the Commencement Date shall be as the licensee of Licensors. It is expressly understood that Licensee has entered into this Agreement with Licensors predicated on and solely as an incident of Licensee's having entered into the Lease. Absent Licensee's having entered into the Lease, Licensors would not have offered or executed this Agreement to permit Licensee to enter into the Apartment prior to the Commencement Date.

4. It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations.

5. Licensee shall use and occupy the apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the Licensee and such others persons, if any, as are authorized to occupy the apartment under the Lease may use the apartment.

6. Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of the of Licensors in each instance. Said consent of Licensors can be unreasonably withheld. If the Licensee assigns or sublets, its right to occupancy of the apartment, the license shall end and expire immediately upon such attempted assignment or sublease.

7. Licensee has examined the Apartment and accepts it in its present condition. Licensee agrees that Licensee shall complete the move-in inspection checklist.

8. Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date and predicated upon the ongoing construction and unavailability of fully operational and open amenities at the Building, including but not limited to the gym, parking, and roof deck, Licensors agrees to waive Licensee's payment of a fee for the use and occupancy for of the Apartment during this License Period. However, in the event that Licensee fails to honor and proceed with the Lease on its commencement date and fulfill all obligations of the entire lease term, then Licensee shall be liable to Licensors for Licensee's use and occupancy of the Apartment in the sum of dollar amount per day, which sum is the equivalent of a pro-rated daily rate of the monthly rental for the Apartment under the Lease; in such an event, Licensee shall continue to be liable for "use and occupancy" payments at this amount until Licensee vacates the Apartment.

9. Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License. It is hereby acknowledged that the Licensee has read and understands the Lease and this agreement and will not violate either in any way.

Initial: MYN NA

10. Licensors may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.

11. It is specifically understood and agreed by and between the parties that the within Agreement is the result of extensive negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.

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

Tenant:

Signature:				
Print Name:				
Date:				

Landlord or Landlord's Representative:

Signature:	
Date:	

OFAC LEASE ADDENDUM

Resident(s): Yamin Nwe Myat and Neaton Jia Jun Ang	Date: 08/26/2025
Residence Address: 34-35 44 th Street, Queens, NY 11101 Apt # 0310	

THIS ADDENDUM is incorporated in and shall become part of the Residential Lease Contract (this "Agreement") dated as of 08/26/2025, by and between 44-01 Northern Owner, LLC ("Owner") and Yamin Nwe Myat and Neaton Jia Jun Ang ("Resident(s)").

- (a) Tenant represents and warrants that (a) Tenant and each person or entity owning an interest in Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by an Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that the lease is in violation of law, and (e) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C §1701 et seq., The Trading with Enemy Act, 50 U.S.C. App.1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment Tenant is prohibited by law or Tenant is in violation of law.
- (b) Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Landlord in writing if any of the representation, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any "Prohibited Person" (as term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.
- (c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

44-01 Northern Owner, LLC

Tenant:

Signature:  _____
Print Name: _____
Date: _____

Landlord or Landlord's Representative:

Signature: _____
Date: _____

RIDER TO LEASE: CONSTRUCTION

WHEREAS, Yamin Nwe Myat and Neaton Jia Jun Ang (hereinafter "Tenants") has requested of **44-01 Northern Owner LLC** the Owner of the premises known as **Hearthstone** and located at **34-35 44th Street Apt# 0310 Queens, NY 11101** (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

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

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

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

Tenant hereby:

(A) assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and the Apartment subject to the warranty of habitability, and

(B) releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due except for the warranty of habitability, and

(C) agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to tenant other than the warranty of habitability, and

(D) agrees to indemnify and hold harmless the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives of, from and/or against, any and/or all loss, costs, claims, suits, damages and judgments arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and agrees to maintain proper insurance for property damage and personal injury and shall look to its insurance company not owner or its agents for reimbursement for property damage or personal injury, and

(E) agrees to provide access to the premises, on reasonable prior notice, when such is requested by Owner. Tenant understands that Owner has specifically relied upon the representations made by Tenant herein in determining to enter into the lease with Tenant. Tenant understands that Tenant's representations have served as a special inducement to Owner to execute the Lease with Tenant, such that absent Tenant's representations and inducement to Owner and Owner's specific reliance thereon, Owner would neither have offered the Lease to the Apartment to Tenant nor executed the Lease to the Apartment with Tenant.

Accordingly, Tenant's breach of any of the foregoing shall constitute a material misrepresentation which may, among other remedies, entitle Owner to rescind this Lease. Tenant has made the above-described request and has executed this Agreement and the 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.

44-01 Northern Owner LLC

Tenant:

Signature: _____
Print Name: _____
Date: _____

Landlord or Landlord's Representative:

Signature: _____
Date: _____

34-35 44th Street, Queens, NY 11101
(formerly addressed as 44-01 Northern Blvd, Long Island City, NY 11101)
APT. #0310

VRF ELECTRIC USAGE RIDER

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

ADDITIONAL CLAUSE attached to and forming a part of Lease dated 08/26/2025, between 44-01 Northern Owner, LLC, as Owner and **Yamin Nwe Myat and Neaton Jia Jun Ang** as Tenant(s), for apartment # **0310** ("Apartment") in premises located at **34-35 44th Street, Queens, NY 11101** ("Building").

1. Tenant acknowledges that the Building's heating, ventilation, and air conditioning ("HVAC") system is run by a VRF system, which stands for variable refrigerant flow. It is a large-scale ductless HVAC system that can perform at a high capacity and provide lower utility costs. A VRF Outdoor Units can feed multiple tenant Indoor Units, and the Owner can bill apartments directly for actual individual usage.
2. Tenant acknowledges that HVAC unit(s) in the Apartment run on electricity via the VRF system.
3. Tenant acknowledges that Tenant shall receive a bill each month from Quadlogic on behalf of the Owner, for all of Tenant's actual electric usage with respect to the HVAC unit(s) in the Apartment.
4. This Rider may not be modified other than by a writing signed by both parties. 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, if any.

The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

Tenant:

Signature:				
Print Name:	_____	_____	_____	_____
Date:	_____	_____	_____	_____

Landlord or Landlord's Representative:

Signature:	_____
Date:	_____