

up the apartment or was constructively evicted in any action or proceeding started for the recovery of rent or for a default under this lease.

34th SORTING AND SEPARATION OF REFUSE AND TRASH: Tenant shall comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, and trash. Tenant shall sort and separate such waste products, garbage, and trash into such categories as provided by law. Each separately sorted category shall be placed in separate receptacles as provided by owner. Tenant shall pay, as additional rent, all costs, fines, penalties, or damages that may be imposed on owner or tenant by reason of tenant's failure to comply with the provisions of this article. Noncompliance by tenant is a breach of lease and grounds for termination.

35th PENDING RENT INCREASE (If applicable): Tenant is hereby notified by the Landlord that the Landlord has filed an application for an increase in the stabilized rent with the N.Y.S. Division of Housing and Community Renewal (DHCR) based on a major capital improvement. The application, dated _____ bearing Docket No. _____ is now pending before the DHCR. This application seeks an increase in the stabilized rent of _____ per room and is based on the following major capital improvements that are now in progress or completed:

If the application is approved in part or in whole, the Tenant is further notified by the Landlord that the stabilized rent set forth in this Lease may be increased in an amount and as of the date determined by the DHCR during the term of this Lease. Said increase will become a permanent part of the stabilized rent upon which all future rent increases will be based. Tenant acknowledges his understanding that the stabilized rent may be increased by an interim Notice of Eligibility or Order of the DHCR, agrees to be bound thereby and pay all rent increases granted thereunder.

ADDITIONAL CLAUSES:

IF ANY PART OF THIS LEASE SHALL BE DETERMINED TO BE UNLAWFUL, IT SHALL BE OF NO EFFECT ON THE BALANCE OF THIS LEASE WHICH SHALL READ AS IF THE UNLAWFUL PORTION IS NO LONGER PART OF THIS LEASE.

ATTACHED TO THIS LEASE ARE THE PERTINENT RULES AND REGULATIONS GOVERNING TENANTS' AND LANDLORDS' RIGHTS UNDER THE RENT STABILIZATION LAW.

IN WITNESS WHEREOF, LANDLORD AND TENANT HAVE RESPECTIVELY SIGNED THE LEASE.

LEASE OF APARTMENT

PARKVILLE RLTY ASSOC LLC

LANDLORD c/o Langsam Property Services Corp

BUILDING 229 PARKVILLE AVE. BRKLYN, N Y, 11230

APARTMENT 4C

MONTHLY RENT 1,710.75

SECURITY 1,710.75

EXPIRES Oct. 31, 2026

TENANT Kyle Brunson

PARKVILLE RLTY ASSOC LLC

Langsam Property Services Corp

Landlord

Landlord's Signature

X

Tenant

X

Tenant

THIS A LEGAL DOCUMENT
BE SURE YOU UNDERSTAND IT
BEFORE SIGNING.

APARTMENT LEASE: —
Published and Printed By:
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798-054

PLAIN LANGUAGE STANDARD APARTMENT LEASE

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Rev. 8/09

THIS LEASE made this 10th day of October, 2025, between PARKVILLE RLTY ASSOC LLC c/o Langsam Property Services Corp as Landlord, whose address is 1601 Bronxdale Ave, Bx, NY 10462 and Kyle Brunson

as Tenant. The Landlord hereby leases to the Tenant, Apartment No. 4C on the 4 floor in the building located at 229 PARKVILLE AVE. BRKLYN, N Y, 11230 New York,

to be used and occupied only as a strictly private dwelling apartment by the Tenant for a term of One (1) Yr & 15 Days beginning Oct. 15, 2025 and ending Oct. 31, 2026, at a monthly rental of \$ 1,710.75

to be paid at the office of the Landlord each month in advance on the first day of each month, without further prior notice or demand.
(For the purpose of this lease the word "Landlord" shall mean: Landlord, Owner, Court Appointed Receiver, Mortgagee in Possession, or owner of a lease to the property.)

CAPTIONS: Captions are for convenience only and in the event of a conflict between a caption and the text, the text shall control.

1st OCCUPANCY: a) The apartment shall be occupied by the Tenant and the Tenant's immediate family, consisting of 1 persons.
Tenant represents that the following persons shall be occupying the apartment as their primary residence with the Tenant:
None

b) Tenant promises to inform the Landlord if anyone moves into the apartment with Tenant, when he/she moves in and the circumstances of he/she occupancy.

c) Tenant understands that Landlord is relying on Tenant's representation to enter into the lease.

2nd RENT ADJUSTMENT: The apartment is subject to Rent Stabilization Laws, and the rent agreed may be increased or decreased during the term of this lease as determined by the Rent Guidelines Board, NYS Division of Housing and Community Renewal (DHCR), or any other regulatory agency. The adjustment shall begin as provided for in the determination of any of these agencies.

The Landlord and Tenant agree to the following without limiting any other right the Landlord may have pursuant to law or under this lease:

- a) In the event the applicable rent guideline has not been fixed by the Rent Guidelines Board by the date this Lease is executed, the rent provided herein shall be adjusted to conform to the guidelines when promulgated. Unless the Rent Guidelines Board has fixed a date later than the date of the commencement of this Lease for the guideline to become effective, the adjustment shall be effective as of the commencement date of this Lease.
- b) In the event the Landlord is granted a rent increase by the NYS Division of Housing and Community Renewal (DHCR), any other agency or court having jurisdiction thereof in accordance with an application for a rent increase based on a major capital improvement, hardship or other grounds permitted by code or applicable law:
- Tenant agrees to be bound by such determination,
 - During the term of this Lease and any renewal thereof, Tenant agrees to pay any increase set forth in any Notice of Eligibility or Order issued pursuant to such application or determination in the manner and within the time limitation provided for therein; and
 - In the event the increase is pursuant to a hardship application, within thirty (30) days of receipt of a copy of the DHCR order, Tenant may cancel this lease on sixty (60) days' written notice to the Landlord. However, the Tenant agrees to pay the increase in rent as provided in the Order until the effective date of his cancellation of the Lease and date the apartment is vacated by the Tenant.

3rd SECURITY: The tenant has deposited with the Landlord the sum of \$ 1,710.75 as security for the performance of the terms of this lease. The Landlord may use or apply all or any part of the deposit as may be required for the payment of any rent, damages to the apartment or a loss in re-renting during the term of this lease. Any balance of the security deposit after allowable deductions shall be returned to the Tenant after the Tenant has moved from the apartment at the end of the lease. In the event of a sale or transfer of the property the Landlord shall have the right to transfer this security deposit to the new owner and will upon notification to the Tenant be released from all liability regarding this security deposit. The security shall be deposited with

4th TENANT HAS INSPECTED APARTMENT: The Tenant has examined the apartment. No representation has been made by the Landlord which is not in this lease. The apartment has been adequately painted and no repairs are needed, other than those specifically stated in this lease.

5th TAKING POSSESSION: The Landlord shall not be liable for failure to give possession of the apartment on the beginning date of this lease if the premises are not ready for occupancy, or if the prior tenant has not vacated the apartment, or for any other reason. In such event, the rent shall not begin until possession is given or is available, but the ending date of this lease shall not be extended.

6th MODIFICATION: None of the terms or conditions of this lease may be changed except in writing and signed by both Landlord and Tenant.

7th NOTICES: All notices to Landlord shall be sent to the Landlord at the address indicated, by certified mail, Return Receipt Requested or at such other address as designated by Landlord. All notices to tenant shall be sent to the Tenant at the apartment which is the subject of this lease, by regular mail except that any notice alleging failure to comply with any terms of this lease or any notice of termination of the lease and/or tenancy shall be sent by certified mail. Notices shall be effective when mailed.

8th SUBLETTING AND ASSIGNMENT: The Tenant shall not, without complying with section 226-b of the Real Property Law, sublet the apartment, in whole or in part, nor assign this lease without the written consent of the Landlord, nor permit anyone not specifically indicated in this lease to occupy the apartment. The Landlord may withhold consent to assignment without cause.

9th FAILURE TO PAY RENT TIMELY: Rent is due by the first of each month. For purposes of this paragraph, payment after the tenth of each month shall be considered a “Late Payment”. Late Payment more than three (3) times in any twelve month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of the Tenant by the Landlord.

10th LATE CHARGE: Due to administrative inconvenience and costs to Landlord that may be incurred due to late payment of rent, Tenants agree to pay as additional rent the greater of \$25.00 or 2% of the past due balance in any month in which the rent is not paid in full by the 10th day of that month. It is further agreed that, although Landlord is accepting \$25.00 as a late charge, that the Landlord is not stopped from commencing any action or proceeding with regard to Tenant’s failure to pay rent timely.

This paragraph is not a waiver of the Landlord’s right to collect or demand rent when it is due.

11th DISHONORED CHECK FEE: If you pay your rent by check and your check is dishonored by the bank on which the check was drawn for any reason, you will be responsible to pay to Landlord a “Dishonored Check Fee” of \$20.00. This fee is additional rent and may be the subject of a non-payment summary proceeding.

12th FIRE, DESTRUCTION: The Tenant shall give immediate notice to the Landlord in case of fire. The Landlord shall repair the premises as soon as is reasonably possible subject to any delays due to adjustment of insurance claims or any cause not under the Landlord’s control. There shall be no abatement for rent. If the premises are damaged and the Landlord feels that the apartment is beyond repair within a reasonable period of time, the term of this lease shall end and the Tenant must vacate the apartment upon 30 days notice from Landlord. If the fire or casualty was caused by the Tenant’s actions, the costs of repairs shall be repaid to the Landlord by the Tenant as additional rent.

13th CARE OF PREMISES: Tenant shall comply with all rules and regulations of all City Agencies and all City Ordinances relating to this property. The Tenant shall make all repairs required to the apartment, including ranges and refrigerators, whenever damage is a result of the misuse or negligence of the Tenant or any occupant or visitor. The Tenant shall reimburse the Landlord as additional rent, the cost of repairing any damage or for the removal of any violations caused by the Tenant or any occupant or visitor. This paragraph shall also include the public areas of the building.

14th FACILITIES: Storeroom and laundry facilities in the building and Cable TV & Master Antenna may be provided by the Landlord at the option of the Landlord. These services are not required services and the Landlord may discontinue them at anytime and shall not be liable for any damage, injury or loss from the use of these areas.

15th ADVERTISEMENT: The Tenant shall not place any sign or projection in or out of the windows or on the building.

16th ACCESS: The Landlord, its Agents, employees and mechanics shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective tenants, mortgagees, or buyers or for the inspection of the apartment. In the event of an emergency which affects the safety of the tenants in the building or which may cause damage to the building the Landlord may enter the premises without prior notice to the Tenant.

17th DEFAULT: If the Tenant is dispossessed by legal action the Landlord may enter and take possession of the premises without being liable to prosecution for this action, and may re-rent the apartment. The Tenant will be liable to the Landlord for any and all expenses related to the entering, repairing redecorating and re-renting. In the event the Tenant fails to comply with any obligations of this lease or fails to comply with rules or regulations in this lease after 10 days notice to cure such failure or creates a nuisance or engages in conduct detrimental to the safety of other tenants or intentionally damages the property, or disturbs other tenants, then the Landlord may terminate the tenancy and lease on seven days written notice to the Tenant. Notwithstanding the foregoing, the Landlord shall not be required to give any preliminary notice to the Tenant prior to initiating a non-payment summary proceeding except such notice or notices as may be required by law. Any DEMAND for rent may be made orally or in writing at the option of the Landlord.

18th PAYMENT OF LANDLORD’S EXPENSES: Any expense incurred by landlord in connection with any performance by it for the account of Tenant and all costs and expenses, including reasonable attorneys’ fees (whether or not legal proceedings are instituted), involved in collecting rents or enforcing the obligations of Tenant under this lease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the premises after default by Tenant or upon expiration or sooner termination of this lease, shall be due and payable by Tenant, on demand, as Additional Rent. In the event the Tenant does not defend any legal proceeding brought by the Landlord and there is no resolution of the matter by a Court, then in such event the legal fees incurred by the Landlord may be recovered in any subsequent legal proceeding involving the Landlord and Tenant. Notwithstanding the foregoing, neither landlord nor tenant shall be entitled to collect legal fees from the other with respect to any legal proceeding or action involving succession rights of any person.

19th SUBORDINATION: Any mortgage which is now in effect or which may be made after this lease or any lease on the land or building of which this apartment is part, or any extensions, modifications, consolidations or replacement of any lease or mortgages provided for in this article shall have priority over this lease. The Tenant agrees to sign any acknowledgment of this clause and hereby appoints the Landlord the Attorney-In-Fact for the Tenant to execute and deliver such acknowledgment on behalf of the Tenant. This lease shall be “subordinate” to any lease or financing as provided for in this paragraph.

20th SERVICES: The Landlord will provide the following services provided that the Tenant is not in default under the terms of this lease:

a) Hot and cold water and heat as required by law

b) Elevator service if the building is equipped with an elevator.

The Landlord shall have the right to change operator elevators to self-service elevators and may dispense with the services of doormen, elevator operators and attendants which shall in no way affect or impair the obligations of the Landlord or hold the Landlord liable for prosecution for any damage, and the Tenant shall not receive any abatement in rent if any change is made.

c) The Landlord shall not be liable for the failure to supply any services by reasons of strikes, lockouts, accidents, delays in securing supplies or labor, or by reason of other causes beyond the control of the Landlord, and the Tenant shall not receive any allowance or abatement in rent.

21st NO TRIAL BY JURY: It is agreed by the Landlord and the Tenant that the right to trial by jury is hereby waived in any action or proceeding brought by any party to the lease against the other or any matter whatsoever, arising out of or in any way connected with this lease and/or any claim of injury or damage, unless such waiver is contrary to law. **THE RIGHT TO A TRIAL BY JURY IS AN IMPORTANT RIGHT OF THE TENANT, AND THE TENANT IS AGREEING NOT TO DEMAND A TRIAL BY JURY.**

22nd NO RIGHT OF RE-ENTRY: The Tenant waives the right to go back into the apartment by any existing law or under any future law after a final order or judgement in any action or legal proceeding has been signed or after the Tenant shall have been removed from the leased apartment.

23rd CONSTRUCTIVE EVICTION: No act of constructive eviction shall end this lease or release the Tenant from liability to pay rent or give the Tenant the right to claim any damages from the Landlord. The Landlord shall not be required to stop nuisances or noise created by other Tenants residing at the premises. Any disturbing acts of other Tenants shall not be constructive eviction and shall in no way affect the obligations of the Tenant under this lease.

24th ABANDONMENT: The removal of all or a substantial part of the Tenant’s furniture from the apartment or any indications by other means that the apartment has been vacated shall be deemed an abandonment by the Tenant. The Landlord may then reenter and take possession of the apartment, repair and redecorate it for the purpose of re-renting whether or not the Tenant has surrendered the keys. Such taking by the Landlord shall not be deemed to relieve the Tenant from liability to pay the rent. The Tenant releases the Landlord from any and all claims for damages by reason of such re-entry.

25th WINDOW CLEANING: The Tenant shall not allow any windows to be cleaned from the outside.

26th CONDEMNATION: If the premises shall be taken or condemned, in whole or in part, by any authority, then the term of this lease shall be terminated from the date when possession shall be taken. The Tenant shall not be entitled to any portion of any award due to such condemnation or taking, however, the rent shall be apportioned.

27th RULES AND REGULATIONS: a) The Tenant shall not install a waterbed, laundry machine, dishwasher, air conditioner, refrigerator, sink, kitchen cabinets, stove or other mechanical equipment or an antenna, in or outside the apartment, without the written consent of the Landlord. If Tenant is permitted and does install a window air conditioner, the Landlord is entitled to receive a rent increase. The rent increase is payable to the Landlord on the first day of the month following installation, b) the Tenant shall not apply wallpaper or wall covering to the walls or ceilings. When the Tenant vacates the apartment, it shall be left painted in the same off-white color as when rented. The Tenant may not paste any carpet, tile or linoleum to the floors, c) the Tenant shall not have any dog, cat or other animal on the premises unless permitted in writing by the Landlord. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash, d) the sidewalks, entrances, passages, courts, elevators, vestibules, stairways or halls must not be blocked by any Tenant or used for any purpose other than as a means of passing to and from the premises. No garbage cans, carriages, supplies or other articles shall be placed in the halls or on the staircase landings. Nothing shall be hung from the windows or balconies or placed upon the window sills or fire-escapes. No rugs or mops shall be shaken from any window on the premises. Fire escapes shall not be obstructed in any manner, e) garbage and refuse must be brought to the basement or elsewhere in such a manner that the Landlord may direct. No dumbwaiter service is provided, f) the Tenant must provide a key to any and all locks to the Tenant’s apartment to the Landlord or his agent, if requested, and the Landlord must pay to the Tenant the reasonable cost of the keys. Tenant shall not install a double-keyed cylinder on any lock, g) No tenant shall conduct or permit to be conducted vocal or instrumental instructions, h) all deliveries must be made through the basement of the building, i) Tenant shall not install any gate on any window unless the gate shall be the type approved by the law, j) Tenant shall make no alterations to the apartment, structural or otherwise.

28th NO PETS: Dogs, Cats or other animals shall not be harbored in the apartment or building. Failure to comply with this legal provision is sufficient reason for termination of the tenancy and lease.

29th SMOKE AND CARBON MONOXIDE ALARMS: The Tenant knows that the apartment being rented has smoke and carbon monoxide alarms in proper working order and that it is the Tenant’s responsibility to maintain the alarms including replacing the battery when necessary and replacing any alarm that is missing, stolen or removed or broken during the Tenant’s occupancy.

In the event you utilize, in addition to the bedrooms, any other room in the apartment for sleeping, you will notify the Landlord and permit the Landlord access to determine if additional carbon monoxide alarms are required for the apartment. In the event additional alarms are required, you will be responsible to pay \$25.00 each, as the cost of installation and you will then have an obligation to maintain the alarm including battery replacement when necessary and replacing any alarm that is missing, stolen, removed or broken.

30th NO WAIVER: The failure of the Landlord to insist, at any time, upon strict performance of any clause in this lease shall not be construed as a waiver of the Landlord’s rights. No waiver by the Landlord of any provision of this lease can be made unless in writing by the Landlord. Acceptance of rent by the Landlord with knowledge of a breach of any condition or term of this lease is not a waiver of the breach.

31st VACANCY BEFORE END OF LEASE: In the event the Tenant vacates the apartment prior to the expiration of this lease, there will be a \$100.00 service charge to the Tenant in addition to any other costs or charges that may be incurred. Payment of the service charge shall not act to release tenant from the balance of the term of the lease.

32nd WINDOW GUARDS: Tenant hereby agrees to notify Landlord if any child age 10 or under occupies this apartment so that Landlord may install window guards in each window of the apartment in accordance with the law.

33rd NO COUNTERCLAIMS: If the Landlord commences any legal proceeding or action against the Tenant, the Tenant shall NOT make any counterclaims in such action or proceeding unless it is based on a claim that Landlord has not properly maintained the building or the condition of your apartment. If the tenant has any claims against Landlord, tenant is required to bring an independent action rather than raise such claims as a counterclaim or offset in an action or proceeding commenced by Landlord. The tenant waives the right to put in a defense that tenant has given