

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

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

THIS LEASE is made on September 19 2025 between
month day year
Owner, THG West 49 LLC / City Urban Midtown LLC

whose address is P.O. Box 222084, Great Neck, NY 11022

and You, the Tenant, Carlo Giuseppe Barbagallo

whose address is 324 Grand Street, New York, NY 10002

1. APARTMENT AND USE

☒ Owner agrees to lease to You Apartment 1A on the Ground floor in the building at 416 West 49th Street Borough of Manhattan, City and State of New York.

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

2. LENGTH OF LEASE

☒ The term (that means the length) of this Lease is 1 years, 0 months
0 days, beginning on 10/1/2025
and ending on 09/30/2026. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

3. RENT

☒ Your monthly rent for the Apartment is \$ 6,650.00
Six Thousand Six Hundred Fifty Dollars

You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

4. SECURITY DEPOSIT

☒ You are required to give Owner the sum of \$ 6,650.00 when You Sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in Santander Bank
bank at 200 Liberty Street, New York, NY 10028. If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of your security deposit and interest to which You are entitled within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit and any interest which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, 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 You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

☒ Space to be filled in.

5. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

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 in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

8. CARE OF YOUR APARTMENT-END OF LEASE-MOVING OUT

A. You 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. You 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 You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.

B. When this Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree 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.

9. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You 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, You cannot place in the Apartment water-filled furniture.

10. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. **Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the agreements or rules of this Lease.

11. OBJECTIONABLE CONDUCT

As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

12. SERVICES AND FACILITIES

A. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

 B. The following utilities are included in the rent Water and Sewer

 C. **Electricity and Other Utilities.** If Owner provides electricity or gas and the charges is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.

D. **Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time

 Space to be filled in.

 Rider to be added, if necessary.

after the end of this year 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.

F. Storeroom Use. If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storeroom or laundries.

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 You 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 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; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law.

(B) To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;

(C) For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;

(D) If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

(E) If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

(a) **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law § 226-b. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law § 226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.

(b) **Abandonment.** If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

(1) You default under the Lease if You act in any of the following ways:

(a) You fail to carry out any agreement or provision of this Lease;

(b) You or another occupant of the Apartment behaves in an objectionable manner;

(c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease;

(d) You and other legal occupants of the Apartment move out permanently before this Lease ends;

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

(2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end six days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

(3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the apartment and retake possession of it if You have moved out or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

17. REMEDIES OF OWNER AND YOUR LIABILITY

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

(a) You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

(b) Once You are 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.

(c) Whether the Apartment is re-rented or not, You must pay to Owner as damages:

(1) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and

(2) Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and

*** (3) Owner's expenses for attorney's fees.

(d) You shall pay all 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.

***This may be deleted.

If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

18. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this lease.

19. FEES AND EXPENSES

A. Owner's Right. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (1) Making any repairs to the Apartment or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;
- (2) Repairing or replacing property damaged by Your misuse or negligence;
- (3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
- (4) Preparing the Apartment for the next tenant if You move out of your Apartment before the Lease ending date;
- *** (5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of your actions;
- (6) Removing all of your property after this Lease is ended;
- (7) All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease;

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Tenant's Right. Owner agrees that unless sub-paragraph 5 of this Article 19 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following (1) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in 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. Also, Owner will not be liable to You 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 You to cancel the Lease.

21. FIRE OR CASUALTY

A. 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 C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.

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 You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each applicable policy by way of subrogation.

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 and You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner requires.

You also agree to sign (if accurate) a written acknowledgment 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 you have no present claim against Owner.

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

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Article 21, 22, and 23.

25. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to you under this agreement is the date of delivery or mailing of such notice.

***This may be deleted.

B. Notices to Owner. If You wish to give a notice to Owner, you must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address of which Owner or Agent has given You written notice.

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your 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 You which asks that You be compelled to move out, You cannot make a counterclaim unless You are 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 your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

28. CONDITION OF THE APARTMENT

When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner or found in Owner's floor plans or brochure shown to You before You signed the Lease. Before signing this Lease, You have inspected the apartment and You accept it in its present condition "as is," except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in attached "Work" rider.

29. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.

B. You: The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

30. SUCCESSOR INTERESTS

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

Owners Rules - a part of this lease - see page 6

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

Witnesses

DocuSigned by:
9/25/2025
EA79DBF2D8B34B8...
Owner's Signature
Signed by: 9/22/2025
Carlo Giuseppe Barbagallo
[L.S.]
510B141427B44DA...
Tenant's Signature Carlo Giuseppe Barbagallo
[L.S.]
Tenant's Signature [L.S.]

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated, New York City _____

Witness

Guarantor

Address

Apartment 1A

Premises 416 West 49th Street

Tenant Carlo Giuseppe Barbagallo

Expires 09/30/2026



STANDARD FORM OF APARTMENT

Lease

The Real Estate Board of New York, Inc.



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**ATTACHED RULES 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. 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 courts 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 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. Tenants shall not place any articles outside of the Apartments or outside of the building except in safe containers and only at places chosen 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. Nurses with children, however, may use the passenger elevators.

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 phonograph, 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. 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, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS 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)

RIDER

Additional Articles not provided for in the Standard Form of Lease of Apartment but forming a part hereof for the Lease dated September 19, 2025, by and between City Urban Midtown LLC / THG West 49 LLC, as Owner and Carlo Giuseppe Barbagallo, as Tenant for Apartment 1A at 416 West 49th Street, New York, NY stating that:

1. No Rent Regulation. Tenant and Owner acknowledge that both, the Tenant and the Owner in entering into this lease, expressly relied on the fact that this lease, Tenant's tenancy, and the apartment itself are not registered or subject to or intended to be subject to "Rent Stabilization" under the administrative code of the City of New York or any federal, state or New York City statute, code, rule or regulation governing rents and tenancies. Accordingly, Tenant has no right to have this lease renewed and a renewal lease, if agreed upon by the Tenant and the Owner, can be at any rent agreed upon without limitation. Tenant hereby waives any claim, defense or action that this lease, the Tenant's tenancy and/or the apartment are subject to any form of governmental supervision or regulation.

2. Tenant Holdover. (a) Tenant acknowledges that possession of the demised premises must be surrendered to Owner on the expiration or earlier termination of this Lease. Tenant agrees to indemnify and save Owner harmless from and against all claims, losses, damages (including, without limitation, consequential damages), liabilities, cost and expenses (including, without limitation, reasonable attorneys' fees and disbursements (whether or not litigation has commenced) attributable to delay by Tenant in so surrendering the demised premises. Such indemnified matters shall be payable by Tenant on Owner's demand thereof. The provisions of this paragraph 2 shall survive the termination of the Lease.
 (b) If Tenant shall default in surrendering the demised premises upon the expiration or earlier termination of the Term of this Lease, the following shall occur:
 - (i) Tenancy-at-Will. Owner, in Owner's sole discretion, may elect to treat Tenant's occupancy beyond the tenancy on this Lease as a revocable license extended by Owner to Tenant to use the demised premises. Tenant's occupancy subsequent to such expiration or termination, whether or not with the consent or acquiescence of Owner, shall be deemed to be that of a tenancy-at-will and in no event from month to month or from year to year, and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including without limitation, those set forth in this holdover provision. In the event that Tenant defaults or remains in possession of the Premises or any part thereof after the expiration of the tenancy-at-will created hereby, then Tenant's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will.
 - (ii) Fixed Annual Rent Increase. During any period in which Tenant holds over the Fixed Annual Rent shall be two times the monthly amount payable during the last month of the expired lease.
 - (iii) Additional Rent. During the period in which Tenant holds over, Tenant shall pay, in addition to the increased Fixed Annual Rent as set forth above in subparagraph (ii) hereof, all Additional Rent as set forth in this Lease, except that any provisions that limit the amount or defer the payment of such Additional Rent shall be null and void.
 - (iv) No Renewal. No option to extend or renew this Lease shall have been deemed to have occurred by Tenant's holdover. Any and all options to extend or renew set forth in this Lease shall be deemed terminated and shall be of no further effect as of the first date the Tenant holds over.
 - (v) Tenant liable for Damages. In addition to the payment of the increased Fixed Annual Rent as set forth above and all Additional Rent, Tenant shall be liable to Owner for all costs, losses, claims or liabilities (including, without limitation, reasonable attorney's fees) which Owner may incur as a result of Tenant's failure to surrender possession of the demised premises to Owner upon the expiration or earlier termination of this Lease.
 - (vi) Minimum Legal Fees. If Owner shall commence proceedings to dispossess Tenant by reason of Tenant's 'holdover after the expiration of the tenancy hereby created, then Tenant shall pay as Additional Rent, in addition to costs and disbursements, minimum legal fees of \$1,500.00 for each proceeding, so commenced.
 - (vii) No Owner consent. Nothing contained herein shall be construed to constitute Owner's consent to Tenant holding over at the expiration or earlier termination of this Lease term or to give Tenant the right to hold over after the expiration or earlier termination of the Lease term.

(viii) In the event the Tenant or his/her occupant remain in the apartment beyond the expiration date of the Lease, rent for the period shall accrue monthly with no provision for prorating the rent.

3. Assigning, Subletting, Abandonment

(i) Assigning and Subletting. Tenant cannot assign this Lease or sublet the Apartment without the Owner's advance written consent, in each instance, to a request made by Tenant in the manner required by Real Property Law Section 226-b relating to subletting. The Owner may refuse to consent to a lease assignment for any reason or no reason, but if the Owner unreasonably refuses to consent to a request for a Lease assignment properly made, at Tenant's request in writing, this Lease will end effective as of thirty (30) days after the denial of Tenant's request and Tenant's liability, if any, pursuant to this contract shall then cease. The first and every other time Tenant wishes to sublet the Apartment, Tenant must obtain the written consent of the Owner unless the Owner unreasonably withholds consent following Tenant's request to sublet in the manner provided by Real Property Law section 226-b. The Owner may impose a reasonable credit check fee on Tenant in connection with an application to assign or sublet. If Tenant fails to pay Tenant's rent, the Owner may collect rent from Subtenant or occupant without releasing Tenant from the Lease. The Owner will credit the amount collected against the rent due from Tenant. However, the Owner's acceptance of such rent does not change the status of the Subtenant or occupant to that of direct Tenant of the Owner and does not release Tenant from this Lease.

- a. The Owner and Tenant agree that in the event that the Tenant requests permission to assign or sublet apartment the Owner will be entitled to a non-refundable fee of \$750.00 for reviewing the documents which the Tenant may be required to provide to the Owner pursuant to the statute or lease. More importantly, in the event that the Tenant makes such a request to sublet or assign and said request is accepted by the Owner, the Owner shall continue to collect rent from the Tenant (in case of a sublet) and not the sub-tenant in the case of a subletting or from the assignee for the remainder of the term of the lease and, additionally, the Tenant will be required to pay a fifteen percent (15%) increase in the rent each month (beginning at the commencement date) over and above the current rent due to the Owner pursuant to the terms of the within lease.
- b. In the case of a requested and granted assignment of lease, the lease rent shall increase fifteen percent (15%) per month (beginning at the commencement date).

(ii) Abandonment. If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of the Owner, this Lease will not be ended (except as provided by law following the Owner's unreasonable refusal to consent to an assignment or subletting requested by Tenant). Tenant will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's liability for rent will end only if the Owner chooses to end this Lease for a negotiated consideration and releases Tenant in writing.

(iii) Tenant acknowledges and agrees that the Apartment may be occupied for permanent residence purposes only by the Tenant. By way of example, and without limitation to the foregoing, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a "bed and breakfast," rooming house, boarding house or as a dwelling occupied by transient boarders, roomers, or lodgers (airbnb, booking.com, VRBO, Homeaway, etc.). The Apartment shall at all times be occupied as a "Class A" multiple dwelling in full compliance with the Multiple Dwelling Law. Tenant acknowledges that Owner has entered into this Lease in reliance on Tenant's agreement to fully comply with the preceding paragraph and that Owner would not have otherwise entered into this Lease but-for the foregoing covenants from Tenant. Accordingly, Tenant acknowledges and agrees that Tenant's failure to comply with the terms of this provision shall be a default under and material breach of this Lease which is not curable under any circumstance, and that in the event Tenant breaches this provision, notwithstanding any other provision contained in this Lease, Owner may terminate this Lease upon service of a 15-day notice of termination upon Tenant and result in the forfeiture of Tenant's Security Deposit. At the expiration of the 15 day notice, this Lease shall cease and determine as though the date set in the afore-said notice were the date upon which the within Lease would naturally terminate. Tenant's liability pursuant to the Lease shall continue until the subject premises is re-rented for the

same or a higher amount of rent per month. In the event that Owner is found in violation of and fined or levied any penalty by any governing authority as a result of Tenant's failure to comply with or default under this section or any other section in this Lease then Tenant shall pay as Additional Rent, in addition to costs, fines, penalties and disbursements, all legal fees incurred by Owner associated with each and any proceeding.

4. No Smoking: Smoking shall include the carrying, combustion, inhaling, exhaling or breathing of any cigarette, e-cigarette, cigar, pipe tobacco, roll-your-own tobacco, other product containing any amount of tobacco, or other like substance, including, but not limited to, marijuana. No Tenant shall smoke in his/her unit or anywhere in or on the property. Tenant shall not allow his/her family members, occupants, invitees or guests to smoke in the Tenant's unit or anywhere on the property. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all tenants' units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities. Tenant further acknowledges and agrees to the following:

- (i) that the implementation and/or enforcement of the no smoking rule shall not make the Owner a guarantor of Tenant's health;
- (ii) the implementation and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant;
- (iii) that Owner's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant.

Owner specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the unit or common areas will be free from secondhand smoke during implementation and enforcement efforts by Owner or based on the migration of secondhand originating from areas located off of the property. Any violation of this provision shall constitute a default under this Lease and in addition and without limiting Owner's rights and remedies in consequence of such default, entitle Owner to assess a monetary fine against Tenant for each violation.

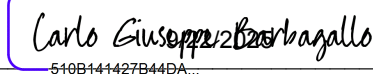
5. Late fees: It is agreed and understood by and between the Owner and Tenant herein that the payment of rent to the Owner when due, in the amount due and where same is to be paid to the Owner are of a unique and specific performance to the Owner. Thus, in the event that the Tenant's rent is paid later than the fifth (5th) day of any month in which rent and or additional rent is due hereunder then, and in that event, Tenant shall pay to the Owner, as additional rent with the next rental payment due hereunder or, if this lease is terminated or the lease naturally terminates, within thirty (30) days after same has been billed, a late charge equal to five (5%) percent of the monthly rent.
6. For any non-payment of rent or additional rent payments under this Lease through no faults of the Owner, the Tenant agrees to pay all legal fees and expenses when litigation for collection of rent payment become necessary.
7. In the event that any unforeseen circumstances arise, Owner reserves the right to delay the commencement date of the Lease. In such event, Tenant will be reimbursed on a pro-rata basis for each day that the Lease is deferred.
8. Owner is not responsible to Tenant for Tenant(s) personal property in any event. Tenant understands that it is his/her/their responsibility to obtain apartment insurance for his/her/their own personal property. Tenant shall provide his/her/their own insurance for any theft or damage within the Apartment.
9. Owner has provided four (4) electric heating and air conditioning unit in the Apartment for Tenant's use. The cost of operating this unit, as well as heating and cooling the Apartment is not included in the rent. Tenant shall bear the cost of, and pay for, heating and cooling the Apartment, and must contact Con Edison directly. Tenant shall be responsible for annual cleaning of filters and re-charging of Freon in the air conditioning unit(s) provided within his/her/their Apartment. It is Tenant's responsibility to protect the air conditioning unit from physical damage besides the normal wear and tear.

If any provisions in the Lease shall contradict the language in this Rider than the language in this Rider shall supersede and uphold.

10. Terrace Area. Anything to the contrary notwithstanding contained in any other Article of this Lease, it is strictly agreed and understood that, if there is a terrace area contiguous to the apartment which is yours to use, no portion of the rent reserved in the within Lease has been or is allocated to the terrace area unless specifically so designated. The terrace area is not a service provided under the within lease unless so registered, if the apartment is rent stabilized, however, as long as same is practicable, the tenant herein may use the terrace area. In the event that repair, replacement or removal is necessitated for the terrace area or any other building area best accessible from this space, the Owner reserves the right to gain access to same through the subject apartment or otherwise during ordinary business hours and there shall be no diminution in the rent reserved hereunder by virtue of the repairs. Maintenance: Tenant shall keep and maintain the balcony or terrace area neat and clean, at all times, and shall keep and maintain all drain areas located on or in the balcony or terrace free and clear from any types of debris including snow and ice, at all times, at Tenant's sole cost and expense. Storage: No flowerpots, planters, or other objects including water filled furniture or devises may be placed or stored on balcony or terrace area railings, including outdoor patio furniture unless the Owner consents in writing. No storage of any kind is permitted, including, but not limited to, recyclables; garbage; toys; housekeeping tools; machinery; and or recreational, exercise, or other equipment. Tenant shall not keep combustible or flammable goods or materials on same, including, but not limited to, charcoal, lighter fluid, paint, cleaning solutions, gasoline, firewood, and newspapers. No rugs, towels, laundry, clothing, clotheslines, or other items shall be stored or hung on the same or draped over balcony railings. Outdoor Cooking: Outdoor cooking is prohibited. Pets: Tenant acknowledges no pets are permitted under this lease and further may not permit his, hers, or their pets to use the terrace or balcony area as an open-air outhouse. Noise and Use: Tenant agrees to limit at all times the noise coming from the terrace area to a level that is not a disturbance to its neighbors and surrounding environment. Use of the terrace area is restricted to Tenants only between the hours of 10pm and 8am every day of the week. Tenant shall abide by all building, assembly, occupancy, and fire codes as it relates to usage of the terrace area. Any violation of the terms of use listed within this section shall result in the immediate, without warning, revoking of the use of the terrace area. Tenant further acknowledges that any violation of the noise stipulations outlined above\ and in the Lease will result in immediate and strict enforcement of all Owner's rights under the Lease, which may lead up to and include eviction proceedings.

TENANT

Signed by:



Name: Carlo Giuseppe Barbagallo

Date:

TENANT

Name:

Date:

TENANT

Name:

Date:

OWNER

DocuSigned by:

 9/25/2025

EA79DBF2D8B34B8

Name:

Date:

**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): Carlo Giuseppe Barbagallo

Subject Premises: 416 West 49th Street, New York, NY 10019

Apt. #: 1A

Date of vacancy lease: 09/19/2025

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: _____

Signed by: Carlo Giuseppe Barbagallo Dated: 9/22/2025
Signature of Tenant(s): Carlo Giuseppe Barbagallo
510B141427B44DA...

DocuSigned by: [Signature] Dated: 9/25/2025
Signature of Owner/Agent: [Signature]
EA79DBF2D8B34B8...

THG West 49 LLC / City Urban Midtown LLC
99 Madison Avenue, Suite 606
New York, NY 10016

Carlo Giuseppe Barbagallo
416 West 49th Street, Apt 1A
New York, NY 10019

Keep the top part of this form for your records.

**Annual Notice to Tenant or Occupant in Buildings with 3 or More Apartments
Protect Your Child from Window Falls and Lead Poisoning**

You are required by law to complete and return this form to your landlord before **February 15** each year. If you do not return the form, your landlord is required to visit your apartment to find out the ages of children living with you. Call **311** for more information on preventing window falls and lead poisoning.

Window Guards

- Your landlord is required by law to install window guards in all your windows if a child age **10** years or younger lives with you, **or** if you ask for them (even if no children live with you). However, windows that open to fire escapes and windows on the first floor used as fire exits should not have window guards.
- Window Guards should be installed so there is no space greater than 4 ½ inches above or below the guard, on the side of the guard, or between the bars.
- It is against the law for you to refuse, interfere with installation, or remove window guards where they are required.

The above requirements apply to all buildings with 3 or more apartments regardless of when they were built.

Peeling Lead Paint

- Your landlord is required by law to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child age **6** years or younger lives with you.
- Always report peeling paint to your landlord. If a child age **6** years or younger lives with you, your landlord must inspect your apartment. Your landlord must provide you with the results of these paint inspections.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- If you have a baby or if a child age **6** years or younger comes to live with you during the year, you must notify your landlord in writing.

The above requirements apply to buildings with 3 or more apartments built before 1960, or built between 1960 and 1978 if the landlord knows that lead paint is present in the building.

Fill Out and Detach the bottom part of this form and return in envelope.

Please check YES or NO:

1. A child age **10** years or younger lives in my apartment: ☐ YES ☒ NO
- IF NO:** I want window guards even though no children age 10 years or younger live in my apartment: ☐ YES ☐ NO
- IF YES:** A child age **6** years or younger lives in my apartment: ☐ YES ☐ NO
2. Window guards are installed in all windows as required: ☐ YES ☐ NO
3. Window guards need maintenance or repair: ☐ YES ☐ NO

Return to:

Tenant:

Carlo Giuseppe Barbagallo
416 West 49th Street, Apt 1A
New York, NY 10019

THG West 49 LLC / City Urban Midtown LLC
99 Madison Avenue, Suite 606
New York, NY 10016

Name of Tenant/Occupant (Print): Carlo Giuseppe Barbagallo

Tenant/Occupant Signature: _____

Carlo Giuseppe Barbagallo

Date: _____

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET: 416 West 49th Street
UNIT OR APARTMENT NUMBER: 1A
CITY/TOWN/VILLAGE: Manahattan
STATE: NY
ZIP CODE: 10019

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

YES ☒ _____
NO ☐ _____

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

- A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law _____;
- B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding: the name

of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding: the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law) _____;

- C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law) _____;
- D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law) _____;
- E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law) _____;
- F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law) _____;
- G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009)(exemption under subdivision 8 of section 214 of the Real Property Law) _____;
- H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law) _____;
- I. Unit is in a Hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social 44 Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law) _____;
- J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law) _____;
- K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law) _____;

- L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law) ____;
- M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law) _____;
- N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law) _____;

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

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

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

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

(PLEASE MARK ALL APPLICABLE REASONS)

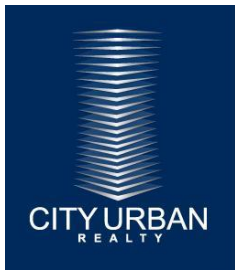
- A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED): _____;
- B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED) _____;
- C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law): _____;
- D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law): _____;
- E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law): _____;
- F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the

beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law): _____;

- G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law): _____;
- H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law, and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law): _____;
- I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law): _____;
- J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law): _____;
- K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is: (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the

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

Reservation of rights: The word "tenant" as recited in this notice is solely for identification purposes, and not a statement of legal status. No admission or concession of an owner right or remedy may or should be construed from the text or sending of this notice.



THG West 49 LLC
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New York, NY 10016

Address:

416-418 West 49th Street,
New York, NY 10019

Contact information:

For any general inquiries or building related issues please email
west49streetmgmt@gmail.com

For keys and repairs, please contact our building super, Alex Fernandez – 917-724-7401

Payments:

Payments can be made electronically by visiting
www.cityurbanrealty.managebuilding.com

Service Providers:

Time Warner Cable - (800) – 892-4357

Con Edison - (212) 243-1900

Verizon (Phone) - (800) 837-4966