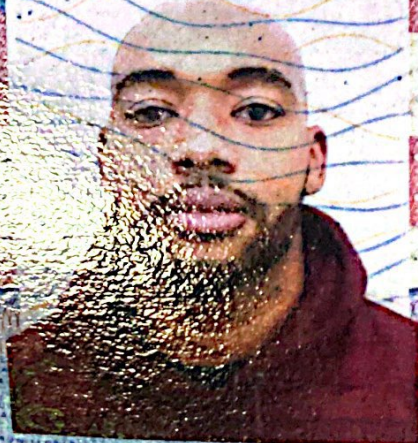


*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*



**PASSPORT
PASSEPORT
PASAPORTE**



Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Pasaporte

P

USA

674684700

Surname / Nom / Apellidos

DAVIS

Given Names / Prénoms / Nombres

JOHNATHAN

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

17 Sep 1993

Place of birth / Lieu de naissance / Lugar de nacimiento

GEORGIA, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

24 Feb 2022

Date of expiration / Date d'expiration / Fecha de caducidad

23 Feb 2032

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

M

Authority / Autorité / Autoridad

United States

Department of State



P<USADAVIS<<JOHNATHAN<<<<<<<<<<<<<<<<<<<<<<
6746847006USA9309175M3202230691348230<621988



USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

USAA CLASSIC CHECKING

for Account Number: 0204688574
Statement Period: 07/12/2025 to 08/11/2025

JOHNATHAN T DAVIS
475 CLERMONT AVE APT 338
BROOKLYN NY 11238-5963

Activity Summary

Beginning Balance	\$4,834.76
8 Deposits/Credits	\$12,692.40
96 Withdrawals/Debits	\$13,991.02
Service Charges and ATM Service Fee	\$0.00
Ending Balance	\$3,536.14

Fees	Total For This Period	Total Year-to-Date
Total Overdraft (OD) Fees	\$0.00	\$116.00
Total Non-Sufficient Funds (NSF) Fees	\$0.00	\$0.00

The total year-to-date is for the calendar year in which this statement period began.

Note: Fee reversals/refunds won't be reflected in this table. They'll be listed in the transaction section.

Transactions

Date	Description	Debits	Credits	Balance
07/12	Beginning Balance			\$4,834.76
07/14	POS DEBIT 071325 5541071325 SUNOCO 0705081800 STOCKBRIDGE GA	\$3.70		\$4,831.06
07/14	DEBIT CARD PURCHASE 071325 5812071325 Waffle House 1835 Stockbridge GA	\$17.25		\$4,813.81
07/14	DEBIT CARD PURCHASE 071425 7399071425 EB *STAMPED AYA X FRIE 8014137200 CA	\$30.35		\$4,783.46

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 07/12/2025 to 08/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
07/14	ACH WITHDRAWAL 071425 PAYPAL INST XFER *****SOFT	\$12.99		\$4,770.47
07/14	ACH WITHDRAWAL 071425 PAYPAL INST XFER *****.COM	\$17.99		\$4,752.48
07/14	ACH WITHDRAWAL 071425 FID BKG SVC LLC MONEYLINE *****U8FE	\$250.00		\$4,502.48
07/14	ACH WITHDRAWAL 071425 AMEX EPAYMENT ACH PMT *****0754	\$2,000.00		\$2,502.48
07/15	DEBIT CARD PURCHASE 071425 7523071425 HONK PARKING 866-675-7337 DE	\$5.95		\$2,496.53
07/15	DEBIT CARD PURCHASE 071525 5942071525 Amazon.com*Z229H9C33 Amzn.com/billWA	\$34.83		\$2,461.70
07/15	ACH WITHDRAWAL 071525 PAYPAL INST XFER *****COMM	\$42.83		\$2,418.87
07/15	ACH WITHDRAWAL 071525 EARNST MO EARNST PMT *****5405	\$196.19		\$2,222.68
07/16	ATM REBATE \$61.75 ATM W/D 887 FULTON STREE on 07/16		\$1.75	\$2,224.43
07/16	RECURRING DEB CARD PURCH 071625 4899071625 Peacock BDB4F PremPlus 212-6640138 NY	\$13.99		\$2,210.44
07/16	DEBIT CARD PURCHASE 071625 7832071625 FANDANGO * FANDANGO.COM CA	\$22.38		\$2,188.06
07/16	ATM WITHDRAWAL 071625 6011071625 C380754 BROOKLYN NY	\$61.75		\$2,126.31
07/17	DEBIT CARD PURCHASE 071625 5411071625 FULTON FINEST DELI BROOKLYN NY	\$3.64		\$2,122.67
07/17	DEBIT CARD PURCHASE 071625 5411071625 FULTON FOOD CORP V BROOKLYN NY	\$21.32		\$2,101.35
07/17	ACH WITHDRAWAL 071725 GTHW APP LIMITED IAT PAYPAL *****5499	\$34.67		\$2,066.68
07/21	DEBIT CARD PURCHASE 072025 5411072025 MR KIWI FULTON BROOKLYN NY	\$6.00		\$2,060.68

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 07/12/2025 to 08/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
07/21	DEBIT CARD PURCHASE 071825 5499071825 YAFA ORGANICS & DELI BROOKLYN NY	\$6.24		\$2,054.44
07/21	DEBIT CARD PURCHASE 072125 5812072125 TST* PALM SUNRISE 53 LL BROOKLYN NY	\$11.41		\$2,043.03
07/21	DEBIT CARD PURCHASE 071825 5818071825 Prime Video Channels amzn.com/billWA	\$12.12		\$2,030.91
07/21	DEBIT CARD PURCHASE 071925 5462071925 TST*THEA Brooklyn NY	\$17.42		\$2,013.49
07/21	DEBIT CARD PURCHASE 071825 5462071825 TST*THEA Brooklyn NY	\$21.23		\$1,992.26
07/21	DEBIT CARD PURCHASE 071925 5812071925 FOOTPRINTS NOSTRAND CA 718-4620122 NY	\$26.13		\$1,966.13
07/21	DEBIT CARD PURCHASE 071925 7922071925 MORESOUPPLEASE EVENTS INSTAGRAM.COMNY	\$30.63		\$1,935.50
07/21	DEBIT CARD PURCHASE 072025 5462072025 TST*THEA Brooklyn NY	\$37.02		\$1,898.48
07/21	ACH WITHDRAWAL 072125 PAYPAL INST XFER *****ANVA	\$14.99		\$1,883.49
07/22	ACH DEP 072325 GS & CO DIR DEP *****0394		\$4,614.01	\$6,497.50
07/22	DEBIT CARD PURCHASE 072125 5814072125 ARAMARK GS 200 WEST 3RD NEW YORK NY	\$5.95		\$6,491.55
07/22	ACH WITHDRAWAL 072225 PAYPAL INST XFER *****YIN4	\$9.98		\$6,481.57
07/22	ACH WITHDRAWAL 072225 USAA P&C AUTOPAY *****9395	\$16.13		\$6,465.44
07/22	ACH WITHDRAWAL 072225 VERIZON PAYMENTREC *****0001	\$89.99		\$6,375.45
07/22	ACH WITHDRAWAL 072225 DEPT EDUCATION STUDENT LN *****0000	\$1,043.32		\$5,332.13
07/23	DEBIT CARD PURCHASE 072225 5814072225 ARAMARK GS 200 WEST 3RD NEW YORK NY	\$7.85		\$5,324.28
07/23	ACH WITHDRAWAL 072325 CHASE CREDIT CRD EPAY *****6171	\$227.22		\$5,097.06

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 07/12/2025 to 08/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
07/23	ACH WITHDRAWAL 072325 AMEX EPAYMENT ACH PMT *****0582	\$3,200.00		\$1,897.06
07/24	DEBIT CARD PURCHASE 072325 7216072325 FULTON CLEANERS BROOKLYN NY	\$20.50		\$1,876.56
07/25	ACH WITHDRAWAL 072525 CON ED OF NY CECONY *****0000	\$154.23		\$1,722.33
07/28	DEBIT CARD PURCHASE 072725 5814072725 KEINEMUSIK (BEV) 165-02396947 TX	\$5.76		\$1,716.57
07/28	DEBIT CARD PURCHASE 072725 5818072725 Prime Video Channels amzn.com/billWA	\$11.01		\$1,705.56
07/28	DEBIT CARD PURCHASE 072725 5812072725 BROAD ST BAGEL CO KINDERHOOK NY	\$19.61		\$1,685.95
07/28	DEBIT CARD PURCHASE 072725 5814072725 SQ *CIAO GLORIA Brooklyn NY	\$21.78		\$1,664.17
07/28	DEBIT CARD PURCHASE 072725 5814072725 KEINEMUSIK (BEV) 165-02396947 TX	\$31.36		\$1,632.81
07/28	DEBIT CARD PURCHASE 072725 4829072725 APPLE CASH SENT MONEY 1INFINITELOOPCA	\$35.50		\$1,597.31
07/28	USAA DEBIT Zelle: Ariel 6772454239	\$133.00		\$1,464.31
07/28	ACH WITHDRAWAL 072825 PAYPAL INST XFER *****.COM	\$24.99		\$1,439.32
07/28	ACH WITHDRAWAL 072825 FID BKG SVC LLC MONEYLINE *****UIYR	\$250.00		\$1,189.32
07/29	DEBIT CARD PURCHASE 072825 4829072825 APPLE CASH SENT MONEY 1INFINITELOOPCA	\$9.00		\$1,180.32
07/29	DEBIT CARD PURCHASE 072925 5818072925 Prime Video Channels amzn.com/billWA	\$18.73		\$1,161.59
07/29	DEBIT CARD PURCHASE 072825 4829072825 APPLE CASH SENT MONEY 1INFINITELOOPCA	\$150.00		\$1,011.59
07/29	ACH WITHDRAWAL 072925 PAYPAL INST XFER *****TIME	\$20.00		\$991.59
07/29	ACH WITHDRAWAL 072925 PAYPAL INST XFER *****NFOT	\$34.95		\$956.64

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 07/12/2025 to 08/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
07/29	ACH WITHDRAWAL 072925 EARNST MO EARNST PMT *****5405	\$196.19		\$760.45
07/30	DEBIT CARD PURCHASE 073025 5942073025 AMAZON MKTPL*MW9JZ7Z03 Amzn.com/billWA	\$29.34		\$731.11
07/30	DEBIT CARD PURCHASE 073025 5942073025 AMAZON MKTPL*021C05193 Amzn.com/billWA	\$46.25		\$684.86
07/30	ACH WITHDRAWAL 073025 GS & CO. EMPL WITHD *****BMLY	\$30.53		\$654.33
07/31	USAA DEBIT Zelle: Yasser 6782743489	\$1.50		\$652.83
07/31	DEBIT CARD PURCHASE 073025 7399073025 THE UPS STORE 6374 212-8100834 NY	\$2.72		\$650.11
07/31	DEBIT CARD PURCHASE 073125 5942073125 AMAZON MKTPL*UA8HII3V3 Amzn.com/billWA	\$67.72		\$582.39
08/01	DEBIT CARD PURCHASE 080125 5813080125 TST* DAMBALLA BROOKLYN NY	\$11.86		\$570.53
08/01	DEBIT CARD PURCHASE 080125 5812080125 TST* SAMYAN BROOKLYN NY	\$21.78		\$548.75
08/01	DEBIT CARD PURCHASE 073125 5411073125 FULTON FOOD CORP V BROOKLYN NY	\$22.73		\$526.02
08/04	ACH DEP 080125 Goldman Sachs Ba P2P Davis,Johnathan		\$3,500.00	\$4,026.02
08/04	DEBIT CARD PURCHASE 080325 5813080325 BOGART HOUSE BROOKLYN NY	\$5.44		\$4,020.58
08/04	DEBIT CARD PURCHASE 080225 5818080225 AMAZON PRIME*9V1JF6B93 888-802-3080 WA	\$6.60		\$4,013.98
08/04	RECURRING DEB CARD PURCH 080225 5968080225 D J*WSJ ONLINE 800-568-7625 NJ	\$7.62		\$4,006.36
08/04	DEBIT CARD PURCHASE 080125 5411080125 FULTON FOOD CORP V BROOKLYN NY	\$8.49		\$3,997.87
08/04	DEBIT CARD PURCHASE 080125 5814080125 BERGEN BAGEL BROOKLYN NY	\$9.31		\$3,988.56
08/04	DEBIT CARD PURCHASE 080225 5814080225 SQ *ORGANIC JUICE BAR BROOKLYN NY	\$9.59		\$3,978.97
08/04	DEBIT CARD PURCHASE 080325 5813080325 BOGART HOUSE BROOKLYN NY	\$10.89		\$3,968.08

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 07/12/2025 to 08/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
08/04	DEBIT CARD PURCHASE 080225 5812080225 FOOTPRINTS NOSTRAND CA 718-4620122 NY	\$13.64		\$3,954.44
08/04	RECURRING DEB CARD PURCH 080225 5968080225 D J*BARRONS 800-544-0422 NJ	\$16.33		\$3,938.11
08/04	DEBIT CARD PURCHASE 080225 5814080225 SQ *RICE HALAL TRUCK Astoria NY	\$24.20		\$3,913.91
08/04	DEBIT CARD PURCHASE 080225 5921080225 SQ *WINE EXCHANGE Brooklyn NY	\$79.45		\$3,834.46
08/04	DEBIT CARD PURCHASE 080325 4829080325 CASH APP*DANYALE MCCALL Oakland CA	\$150.00		\$3,684.46
08/04	ACH WITHDRAWAL 080425 PAYPAL INST XFER *****PLUS	\$11.00		\$3,673.46
08/04	ACH WITHDRAWAL 080425 PAYPAL INST XFER *****TIME	\$23.00		\$3,650.46
08/05	ACH DEP 080625 GS & CO DIR DEP *****8580		\$4,568.37	\$8,218.83
08/05	ACH WITHDRAWAL 080525 PL*RXRUrbanLivin WEB PMTS *****SOW7	\$3,456.00		\$4,762.83
08/06	DEBIT CARD PURCHASE 080625 7832080625 FANDANGO * FANDANGO.COM CA	\$22.38		\$4,740.45
08/07	DEBIT CARD PURCHASE 080725 5499080725 SWOOPE PRESENTS INSTAGRAM.COMNY	\$22.32		\$4,718.13
08/07	ACH WITHDRAWAL 080725 PAYPAL INST XFER *****YIN4	\$9.99		\$4,708.14
08/08	ATM REBATE \$62.76 ATM W/D AICM III on 08/08		\$3.41	\$4,711.55
08/08	ATM REBATE \$62.76 ATM W/D AICM III on 08/08		\$3.41	\$4,714.96
08/08	DEBIT CARD PURCHASE 080725 5818080725 Prime Video Channels amzn.com/billWA	\$14.32		\$4,700.64
08/08	DEBIT CARD PURCHASE 080825 4511080825 VIVAAEROB 0000000CELW 888-9359848 CA	\$43.85		\$4,656.79
08/08	ATM WITHDRAWAL 080825 6011080825 BANORTE-MXN CDMX	\$62.76		\$4,594.03

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 07/12/2025 to 08/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
08/08	ATM WITHDRAWAL 080825 6011080825 BANORTE-MXN CDMX	\$62.76		\$4,531.27
08/08	DEBIT CARD PURCHASE 080725 4829080725 APPLE CASH SENT MONEY 11INFINITELOOPCA	\$75.00		\$4,456.27
08/11	ATM REBATE \$62.76 ATM W/D SUC CPI JULIO VE on 08/10		\$1.43	\$4,457.70
08/11	DEBIT CARD PURCHASE 080825 5499080825 OXXO ETLA MEX CIUDAD DE MEX	\$8.15		\$4,449.55
08/11	DEBIT CARD PURCHASE 080925 5818080925 Prime Video Channels amzn.com/billWA	\$12.12		\$4,437.43
08/11	DEBIT CARD PURCHASE 081025 5814081025 BPY*PARRILLA LA CABRER CIUDAD DE MEX	\$13.80		\$4,423.63
08/11	DEBIT CARD PURCHASE 081125 5818081125 Kindle Svcs*CC8ZA75X3 888-802-3080 WA	\$13.99		\$4,409.64
08/11	DEBIT CARD PURCHASE 080825 5912080825 BENAVIDES AICM P 7 MEXICO DF	\$30.82		\$4,378.82
08/11	DEBIT CARD PURCHASE 080825 5462080825 TST*THEA Brooklyn NY	\$51.18		\$4,327.64
08/11	DEBIT CARD PURCHASE 080925 5812080925 RESTAURANTE SOFITEL CIUDAD DE MEX	\$62.72		\$4,264.92
08/11	ATM WITHDRAWAL 081025 6011081025 BANORTE-MXN MIGUEL HGO	\$62.76		\$4,202.16
08/11	DEBIT CARD PURCHASE 080825 5812080825 REST ITACATE MAR CAMP CIUDAD DE MEX	\$97.21		\$4,104.95
08/11	DEBIT CARD PURCHASE 081025 5651081025 HK RETAIL CIUDAD DE MEX	\$138.91		\$3,966.04
08/11	DEBIT CARD PURCHASE 081025 5651081025 HK RETAIL CIUDAD DE MEX	\$179.92		\$3,786.12
08/11	ACH WITHDRAWAL 081125 FID BKG SVC LLC MONEYLINE *****Z7IY	\$250.00		\$3,536.12
08/11	IOD INTEREST PAID		\$0.02	\$3,536.14
08/11	Ending Balance	-	-	\$3,536.14

Foreign Transactions

Foreign Transactions Fees incurred this cycle: \$7.13

Interest Paid Information

Your interest paid was calculated using your daily ledger balance resulting in 31 days where interest earned was equal to one half of one cent or more for an annual percentage yield earned of 0.01%.

IMPORTANT INFORMATION

The ending balance includes items that have posted to your account. You may have been charged fees if your account didn't have enough available funds to pay for an item. Please see the available balance section in the USAA Federal Savings Bank Depository Agreement and Disclosures for details.

You can review and obtain copies of your recent checks at no cost through the USAA Mobile App, usaa.com or by calling us.

Please examine this statement promptly and carefully. If you fail to notify us of an error or unauthorized transaction within 60 calendar days, this statement will be considered correct, and you may be liable for subsequent unauthorized transactions. All items credited are subject to verification.

In case of errors or questions about your electronic transfers telephone us at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS), #8722 on a mobile device or write us at USAA Federal Savings Bank, 10750 McDermott Freeway, San Antonio, Texas 78288-0544 or email us through the "Contact Us" link on usaa.com, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

TERMS AND CONDITIONS

All transactions are subject to the Depository Agreement and Disclosures.

Deposit products and services offered by USAA Federal Savings Bank, Member FDIC.



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039739395



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Mobile: #8722
133293-0525



USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, Texas 78288-0544

USAA CLASSIC CHECKING

for Account Number: 0204688574
Statement Period: 06/12/2025 to 07/11/2025

JOHNATHAN T DAVIS
475 CLERMONT AVE APT 338
BROOKLYN NY 11238-5963

Activity Summary

Beginning Balance	\$4,067.40
8 Deposits/Credits	\$12,216.12
70 Withdrawals/Debits	\$11,448.76
Service Charges and ATM Service Fee	\$0.00
Ending Balance	\$4,834.76

Fees	Total For This Period	Total Year-to-Date
Total Overdraft (OD) Fees	\$29.00	\$116.00
Total Non-Sufficient Funds (NSF) Fees	\$0.00	\$0.00

The total year-to-date is for the calendar year in which this statement period began.

Note: Fee reversals/refunds won't be reflected in this table. They'll be listed in the transaction section.

Transactions

Date	Description	Debits	Credits	Balance
06/12	Beginning Balance			\$4,067.40
06/12	DEBIT CARD PURCHASE 061125 5814061125 AMK GOLDMAN SACHS MASH NEW YORK NY	\$3.45		\$4,063.95
06/12	ACH WITHDRAWAL 061225 CHASE CREDIT CRD EPAY *****9763	\$109.85		\$3,954.10

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 06/12/2025 to 07/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
06/12	ACH WITHDRAWAL 061225 AMEX EPAYMENT ACH PMT *****6768	\$2,933.37		\$1,020.73
06/13	ACH WITHDRAWAL 061325 PAYPAL INST XFER *****.COM	\$17.99		\$1,002.74
06/16	DEBIT CARD PURCHASE 061425 5814061425 CESARS EMPANADAS NY COR MASPETH NY	\$6.77		\$995.97
06/16	DEBIT CARD PURCHASE 061525 5812061525 SQ *VAN LEEUWEN ICE CRE Brooklyn NY	\$9.74		\$986.23
06/16	POS DEBIT 061425 5411061425 WHOLEFDS FTG #10 292 AS BROOKLYN NY	\$11.23		\$975.00
06/16	RECURRING DEB CARD PURCH 061625 4899061625 Peacock E3C06 PremPlus 212-6640138 NY	\$13.99		\$961.01
06/16	DEBIT CARD PURCHASE 061525 5651061525 Uniqlo USA LLC UNIQLO_U BROOKLYN NY	\$17.20		\$943.81
06/16	DEBIT CARD PURCHASE 061625 5399061625 TIKTOK SHOP TIKTOK.COM CA	\$40.57		\$903.24
06/16	DEBIT CARD PURCHASE 061525 4829061525 CASH APP*JOHNATHAN DAVI Oakland CA	\$100.00		\$803.24
06/16	ACH WITHDRAWAL 061625 GS & CO. EMPL WITHD *****STTB	\$15.85		\$787.39
06/16	ACH WITHDRAWAL 061625 GS & CO. EMPL WITHD *****S1RW	\$36.99		\$750.40
06/16	ACH WITHDRAWAL 061625 PAYPAL INST XFER *****COMM	\$42.89		\$707.51
06/16	ACH WITHDRAWAL 061625 GS & CO. EMPL WITHD *****SRQB	\$68.08		\$639.43
06/16	ACH WITHDRAWAL 061625 FID BKG SVC LLC MONEYLINE *****LJAQ	\$250.00		\$389.43
06/17	ACH WITHDRAWAL 061725 EARNST MO EARNST PMT *****5405	\$196.19		\$193.24
06/20	DEBIT CARD PURCHASE 061925 5499061925 MINI MART NEW YORK NY	\$9.36		\$183.88

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 06/12/2025 to 07/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
06/20	ACH WITHDRAWAL 062025 PAYPAL INST XFER *****YIN4	\$9.99		\$173.89
06/23	DEBIT CARD PURCHASE 062225 5812062225 SQ *HUNGRY GHOST COFFEE Brooklyn NY	\$5.72		\$168.17
06/23	DEBIT CARD PURCHASE 062125 5411062125 LIDL #1579 BROOKLYN NY	\$8.70		\$159.47
06/23	DEBIT CARD PURCHASE 062125 5411062125 FULTON FOOD CORP V BROOKLYN NY	\$14.48		\$144.99
06/23	DEBIT CARD PURCHASE 062325 5812062325 DD *DOORDASH AMPLEHILL 855-431-0459 CA	\$21.48		\$123.51
06/23	ACH WITHDRAWAL 062325 PAYPAL INST XFER *****ANVA	\$14.99		\$108.52
06/23	ACH WITHDRAWAL 062325 USAA P&C AUTOPAY *****9395	\$19.38		\$89.14
06/23	ACH WITHDRAWAL 062325 VENMO PAYMENT *****8949	\$70.00		\$19.14
06/24	ACH DEP 062425 FID BKG SVC LLC MONEYLINE *****3C2Z		\$1,260.00	\$1,279.14
06/24	ACH DEP 062525 GS & CO DIR DEP *****3425		\$4,664.27	\$5,943.41
06/24	ACH WITHDRAWAL 062425 VERIZON PAYMENTREC *****0001	\$89.99		\$5,853.42
06/25	ACH WITHDRAWAL 062525 CON ED OF NY CECONY *****0000	\$91.64		\$5,761.78
06/25	ACH WITHDRAWAL 062525 DEPT EDUCATION RETRY PYMT *****0000	\$1,043.32		\$4,718.46
06/26	ATM REBATE \$61.75 ATM W/D 887 FULTON STREE on 06/26		\$1.75	\$4,720.21
06/26	ATM WITHDRAWAL 062625 6011062625 C380754 BROOKLYN NY	\$61.75		\$4,658.46

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 06/12/2025 to 07/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
06/26	DEBIT CARD PURCHASE 062525 4829062525 APPLE CASH SENT MONEY IINFINITELOOPCA	\$132.00		\$4,526.46
06/27	DEBIT CARD PURCHASE 062725 5942062725 AMAZON MKTPL*NQ2HZ5E50 Amzn.com/billWA	\$58.60		\$4,467.86
06/30	DEBIT CARD PURCHASE 062725 4111062725 VENTRA ACCOUNT CHICAGO IL	\$5.00		\$4,462.86
06/30	DEBIT CARD PURCHASE 062825 5947062825 SURIYA CARD GIFT SHOP CHICAGO IL	\$7.70		\$4,455.16
06/30	DEBIT CARD PURCHASE 062725 5818062725 Prime Video Channels amzn.com/billWA	\$11.01		\$4,444.15
06/30	DEBIT CARD PURCHASE 062725 5812062725 4290 GREEN LEAFS 2.0 973-2854800 NY	\$11.16		\$4,432.99
06/30	DEBIT CARD PURCHASE 062925 5814062925 SQ *DOLLOP X NEMA CHICAGO IL	\$11.40		\$4,421.59
06/30	DEBIT CARD PURCHASE 062825 5814062825 Subway 32089 Chicago IL	\$11.90		\$4,409.69
06/30	DEBIT CARD PURCHASE 063025 5814063025 Subway 32089 Chicago IL	\$12.38		\$4,397.31
06/30	DEBIT CARD PURCHASE 062925 7922062925 CHIGIDI.COM WWW.CHIGIDI.CIL	\$28.49		\$4,368.82
06/30	DEBIT CARD PURCHASE 062825 4829062825 CASH APP*JOHNATHAN DAVI Oakland CA	\$50.00		\$4,318.82
06/30	DEBIT CARD PURCHASE 062825 4829062825 APPLE CASH SENT MONEY IINFINITELOOPCA	\$104.00		\$4,214.82
06/30	USAA DEBIT Zelle: Chris 6701957697	\$250.00		\$3,964.82
06/30	USAA DEBIT Zelle: Alonzo Boats 6701951709	\$750.00		\$3,214.82
06/30	ACH WITHDRAWAL 063025 PAYPAL INST XFER *****.COM	\$24.99		\$3,189.83
06/30	ACH WITHDRAWAL 063025 VENMO PAYMENT *****5690	\$70.00		\$3,119.83
06/30	ACH WITHDRAWAL 063025 VENMO PAYMENT *****3398	\$82.22		\$3,037.61

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 06/12/2025 to 07/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
06/30	ACH WITHDRAWAL 063025 FID BKG SVC LLC MONEYLINE *****DP3I	\$250.00		\$2,787.61
07/01	DEBIT CARD PURCHASE 063025 5812063025 FRONTERA GRILL B11 ORD CHICAGO IL	\$17.60		\$2,770.01
07/01	ACH WITHDRAWAL 070125 PAYPAL INST XFER ***** 04	\$13.96		\$2,756.05
07/01	ACH WITHDRAWAL 070125 PAYPAL INST XFER *****TIME	\$20.00		\$2,736.05
07/01	ACH WITHDRAWAL 070125 PAYPAL INST XFER ***** 04	\$162.04		\$2,574.01
07/01	ACH WITHDRAWAL 070125 EARNST MO EARNST PMT *****5405	\$196.19		\$2,377.82
07/02	ACH DEP 070225 VENMO CASHOUT *****0851		\$324.12	\$2,701.94
07/03	DEBIT CARD PURCHASE 070225 5812070225 DD *DOORDASH AMPLEHILL 855-431-0459 CA	\$21.48		\$2,680.46
07/03	DEBIT CARD PURCHASE 070325 5812070325 DD *DOORDASH AMPLEHILL 855-431-0459 CA	\$21.48		\$2,658.98
07/03	ACH WITHDRAWAL 070325 PAYPAL INST XFER *****PLUS	\$11.00		\$2,647.98
07/03	ACH WITHDRAWAL 070325 PL*RXRUrbanLivin WEB PMTS *****CGR7	\$3,456.00		-\$808.02
07/07	ACH DEP 070725 JPMorgan Chase Ext Trnsfr *****7856		\$1,300.00	\$491.98
07/07	RECURRING DEB CARD PURCH 070525 5968070525 D J*WSJ ONLINE 800-568-7625 NJ	\$7.62		\$484.36
07/07	RECURRING DEB CARD PURCH 070525 5968070525 D J*BARRONS 800-544-0422 NJ	\$16.33		\$468.03
07/07	DEBIT CARD PURCHASE 070725 5818070725 Prime Video *NL0217FF0 888-802-3080 WA	\$29.99		\$438.04

USAA CLASSIC CHECKING

for Account Number: 0204688574

Statement Period: 06/12/2025 to 07/11/2025

Transactions (continued)

Date	Description	Debits	Credits	Balance
07/07	ACH WITHDRAWAL 070725 PAYPAL INST XFER *****YIN4	\$9.98		\$428.06
07/07	ACH WITHDRAWAL 070725 PAYPAL INST XFER *****TIME	\$23.00		\$405.06
07/07	ACH WITHDRAWAL 070725 AMEX EPAYMENT ACH PMT *****8552	\$120.55		\$284.51
07/07	OD FEE - ITEM PAID ACH - PL*RXRUrbanLivinWEB PMTS	\$29.00		\$255.51
07/07	OD FEE WINDOW REFUND		\$29.00	\$284.51
07/08	ACH DEP 070925 GS & CO DIR DEP *****0882		\$4,636.96	\$4,921.47
07/08	DEBIT CARD PURCHASE 070725 5818070725 Prime Video Channels amzn.com/billWA	\$14.32		\$4,907.15
07/10	DEBIT CARD PURCHASE 070925 5814070925 ARAMARK GS 200 WEST 3RD NEW YORK NY	\$5.95		\$4,901.20
07/10	DEBIT CARD PURCHASE 070925 5462070925 TST*THEA Brooklyn NY	\$7.35		\$4,893.85
07/10	DEBIT CARD PURCHASE 070925 5818070925 Prime Video Channels amzn.com/billWA	\$12.12		\$4,881.73
07/10	POS DEBIT 071025 5310071025 TARGET T-3229 New York NY	\$37.00		\$4,844.73
07/11	DEBIT CARD PURCHASE 071025 5818071025 Kindle Svcs*NL26I09Z0 888-802-3080 WA	\$9.99		\$4,834.74
07/11	IOD INTEREST PAID		\$0.02	\$4,834.76
07/11	Ending Balance	-	-	\$4,834.76

Interest Paid Information

Your interest paid was calculated using your daily ledger balance resulting in 30 days where interest earned was equal to one half of one cent or more for an annual percentage yield earned of 0.01%.

IMPORTANT INFORMATION

The ending balance includes items that have posted to your account. You may have been charged fees if your account didn't have enough available funds to pay for an item. Please see the available balance section in the USAA Federal Savings Bank Depository Agreement and Disclosures for details.

You can review and obtain copies of your recent checks at no cost through the USAA Mobile App, usaa.com or by calling us.

Please examine this statement promptly and carefully. If you fail to notify us of an error or unauthorized transaction within 60 calendar days, this statement will be considered correct, and you may be liable for subsequent unauthorized transactions. All items credited are subject to verification.

In case of errors or questions about your electronic transfers telephone us at 210-531-USAA (8722), 800-531-8722, (TTY:711/TRS), #8722 on a mobile device or write us at USAA Federal Savings Bank, 10750 McDermott Freeway, San Antonio, Texas 78288-0544 or email us through the "Contact Us" link on usaa.com, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation.

TERMS AND CONDITIONS

All transactions are subject to the Depository Agreement and Disclosures.

Deposit products and services offered by USAA Federal Savings Bank, Member FDIC.



Online: usaa.com
039739395



Phone: 210-531-USAA (8722) 800-531-8722 (TTY:711/TRS)



Mobile: #8722
133293-0525

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JOHNATHAN DAVIS
475 CLERMONT AVE APT 338
BROOKLYN NY 11238-5963

ONLINE SAVINGS ACCOUNT STATEMENT

See reverse for important information

Account Number 300004155053
Account Name Johnathan's Savings Accou

STATEMENT SUMMARY as of 08/31/2025

Beginning Balance	\$16,315.19
Deposits and Other Credits	\$39.07
Interest Paid this Period	\$39.07
Withdrawals and Other Debits	\$3,540.47
Ending Balance	\$12,813.79

EARNINGS DETAILS

Statement Period	08/01/2025 to 08/31/2025
Days in Statement Period	31
Annual Percentage Yield Earned	3.65%
Total Earnings Paid This Year	\$495.69

ACCOUNT ACTIVITY

Date	Description	Credits	Debits	Balance
08/01/2025	Beginning Balance			\$16,315.19
08/01/2025	ACH Withdrawal Internet transfer to USAA FEDERAL SAVINGS BANK DDA account *****8574		\$3,500.00	\$12,815.19
08/29/2025	SAV Withdrawal Check		\$40.47	\$12,774.72
08/31/2025	Interest Paid	\$39.07		\$12,813.79
08/31/2025	Ending Balance			\$12,813.79

Earn while preparing for the unexpected

A No-Penalty CD can help your emergency fund grow while giving you the flexibility to withdraw your balance (in case you need it) beginning 7 days after funding. With a No-Penalty CD, you can lock in a competitive fixed rate for a guaranteed return. To learn more, visit <https://www.marcus.com/us/en/resources/saving/no-penalty-cd-for-emergency-fund>

In Case of Errors or Questions About Your Electronic Transfers:

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, please telephone us at 1-855-730-7283 or write us at:

Goldman Sachs Bank USA
PO Box 70379
Philadelphia, PA 19176-0379

We must hear from you no later than sixty (60) days after we sent you the **FIRST** statement on which the error or problem appears.

Give us the following information:

1. Tell us your name and account number
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it to be an error or why you need more information
3. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In Case of Errors or Questions About Your Non-Electronic Transactions:

Contact us immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify us in writing no later than 30 days after the statement was made available to you. For more information, see the Deposit Account Agreement.

Payslip

Employee Name	Employee Department	Payroll
Johnathan Davis	(18) 0001 000 B079 0000-CMG	US Biweekly
Person Number		Employer Name
60183707		Goldman Sachs & Co. LLC
Employee Address		Employer Address
475 Clermont Avenue Brooklyn, New York 11238 US		200 West Street New York, NY 10282 US 212-902-1400

Period Type	Period Start Date	Period End Date	Payment Date
Biweekly	24-Jul-2025	6-Aug-2025	6-Aug-2025

Summary		
Description	Current	Year to Date
Gross Earnings	7,697.85	209,912.99
Imputed Earnings	5.54	88.64
Pretax Deductions	76.55	1,387.20
Employee Tax Deductions	2,559.21	84,678.79
Voluntary Deductions	488.18	6,861.17
Net Payment	4,568.37	116,897.19

Earnings		
Description	Current	Year to Date
Salary	7,692.31	121,153.88
Group Term Life	5.54	88.64
Salary Retroactive		1,538.47
Dividend Equivalent		132.00
Bonus		87,000.00

Description	Start Date	End Date	Quantity	Type	Rate	Amount
Salary						7,692.31

Pretax Deductions		
Description	Current	Year to Date
Medical Deduction	68.27	1,092.32
Dental Deduction	4.73	75.68
Vision Deduction	3.55	56.80
Commuter Pre-Tax Transit	0.00	162.40

Tax Deductions		
Description	Current	Year to Date
FIT Withheld	1,515.54	43,168.57
Medicare Employee Withheld	179.10	3,100.36
Social Security Employee Withheld	0.00	10,918.20
SIT Withheld (NY)	560.91	18,953.29
City Withheld (Brooklyn)	303.66	8,538.37

Other Deductions		
Description	Current	Year to Date
401(k) Roth	461.53	6,461.42
Fitness Membership	25.50	382.50
Fitness Tax	1.15	17.25

Net Pay Distribution			
Bank Name	Account Number	Currency	Payment Amount
USAA FEDERAL SAVINGS BANK	XXXXXX8574	USD	4,568.37

Tax Withholding Information			
Type	Marital Status	Total Dependent Amount	Extra Withholding
FEDERAL	Single or Married filing separately	0.00	100.00

Tax Withholding Information			
Type	Marital Status	Exemptions	Additional Amount
NY	Single or Head of household	0	100.00

Payslip

Employee Name	Employee Department	Payroll
Johnathan Davis	(18) 0001 000 B079 0000-CMG	US Biweekly
Person Number		Employer Name
60183707		Goldman Sachs & Co. LLC
Employee Address		Employer Address
475 Clermont Avenue Brooklyn, New York 11238 US		200 West Street New York, NY 10282 US 212-902-1400

Period Type	Period Start Date	Period End Date	Payment Date
Biweekly	7-Aug-2025	20-Aug-2025	20-Aug-2025

Summary		
Description	Current	Year to Date
Gross Earnings	7,697.85	217,610.84
Imputed Earnings	5.54	94.18
Nonpayroll Payment	60.07	60.07
Pretax Deductions	99.75	1,486.95
Employee Tax Deductions	2,550.60	87,229.39
Voluntary Deductions	488.18	7,349.35
Net Payment	4,613.85	121,511.04

Earnings		
Description	Current	Year to Date
Salary	7,692.31	128,846.19
TE Reimbursement	60.07	60.07
Group Term Life	5.54	94.18
Salary Retroactive		1,538.47
Dividend Equivalent		132.00
Bonus		87,000.00

Description	Start Date	End Date	Quantity	Type	Rate	Amount
Salary						7,692.31

Pretax Deductions		
Description	Current	Year to Date
Medical Deduction	68.27	1,160.59
Dental Deduction	4.73	80.41
Vision Deduction	3.55	60.35
Commuter Pre-Tax Transit	23.20	185.60

Tax Deductions		
Description	Current	Year to Date
FIT Withheld	1,509.97	44,678.54
Medicare Employee Withheld	178.55	3,278.91
Social Security Employee Withheld	0.00	10,918.20
SIT Withheld (NY)	559.41	19,512.70
City Withheld (Brooklyn)	302.67	8,841.04

Other Deductions		
Description	Current	Year to Date
401(k) Roth	461.53	6,922.95

Fitness Membership	25.50	408.00
Fitness Tax	1.15	18.40

Net Pay Distribution			
Bank Name	Account Number	Currency	Payment Amount
USAA FEDERAL SAVINGS BANK	XXXXXX8574	USD	4,613.85

Tax Withholding Information			
Type	Marital Status	Total Dependent Amount	Extra Withholding
FEDERAL	Single or Married filing separately	0.00	100.00

Tax Withholding Information			
Type	Marital Status	Exemptions	Additional Amount
NY	Single or Head of household	0	100.00

LEASE RENEWAL
RXR 810 FULTON OWNER LLC
475 Clermont Avenue Brooklyn, NY 11238
(718) 509-1301

June 24, 2024

Johnathan T. Davis
475 Clermont Avenue # 338
Brooklyn NY, 11238

Current lease expires: **September 29, 2024**
Current rent: **\$3,201.00**
Security deposit: **\$3,201.00**

Dear Tenant(s):

As you know, your lease will expire on **September 29, 2024**. The Owner is pleased to offer you renewal options on the following terms:

1 YEAR

Lease Begins: **September 30, 2024**
Lease Expires: **September 29, 2025**

Monthly Rent: **\$3,361.00**
Security Deposit: **\$3,201.00** additional security: **\$0.00**

The renewal lease is based on the same terms and conditions of your expiring lease, except as modified above. This form becomes a binding lease renewal when signed by the Owner below and is returned to the Tenant.

THIS APARTMENT IS NOT SUBJECT TO RENT STABILIZATION.

If prior to the commencement of the renewal term you default in any of the terms, covenants and conditions of the current lease, this agreement shall, at the option of the Owner, be null and void.

Please return this agreement by: **August 13, 2024**

Return all enclosed forms and a fully countersigned original copy will be returned to you.

NOTE: Please attach a separate check for any additional security deposit required.

All rent payments are due and payable on the first day of each and every month. **ALL CHECKS ARE MADE PAYABLE TO: RXR 810 FULTON OWNER LLC**

Mail to: **Leasing Office**
475 Clermont
475 Clermont Avenue
Brooklyn, NY 11238

Please mark your choice below, then date and sign your response:

☒ **I (we) the undersigned tenant(s), accept the offer of a 1 Year renewal lease at a monthly rent of \$3,361.00.**

☐ **I (we) will not renew our lease and intend to vacate the apartment on or before September 29, 2024. Please provide a forwarding address (if known) for the return of your security deposit pursuant to the terms of the Lease Agreement. If not known at this time, send a letter subsequently with your forwarding address and vacate date.**

If you have any questions regarding this lease renewal, contact **Renewal Agent** at **(718) 509-1301**.

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC



Signed by Johnathan T. Davis

Sat Aug 17 2024 05:07:29 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date



Signed by Aiden MacDonald

Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date

ELECTRONIC SIGNATURE (E-SIGNATURE) DISCLOSURE

TERMS:

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

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

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

Electronic Signature (e-Signature): You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You consent and agree that your use of keypad, mouse, or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your eSignature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your eSignature or resulting contract between you and **RXR 810 FULTON OWNER LLC**, its successors and predecessors, assignees, parents, subsidiaries, affiliates, divisions, departments, related entities, employees, directors, officers, agents, representatives, direct or indirect ownership entities of their owned or managed properties and related companies. You also represent that you are authorized to enter into this Agreement.

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

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

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

Resident Acknowledgement:

RESIDENT INITIALS:

Initial: 

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling **(718) 509-1301** or _____, or by e-mailing **rdriscoll@rosenyc.com**. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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

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

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider's rules, policies, practices, or services; Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

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

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

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

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

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

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

Required Accessibility Standards

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

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

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

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

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York

State Division of Human Rights.

How to File a Complaint

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

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC



Signed by Johnathan T. Davis
Sat Aug 17 2024 05:07:34 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis *(Tenant)*

Date



Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date

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

LEASE DATED: September 30, 2024 **OWNER:** RXR 810 FULTON OWNER LLC

APARTMENT: 338 in BUILDING at 475 Clermont Avenue, Brooklyn, NY 11238

TENANT: Johnathan T. Davis

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

I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION & § 421-A TAX BENEFITS

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

PLEASE BE ADVISED THAT THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION IF, ON THE DATE OF INITIAL OCCUPANCY OR THE DATE OF OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE DEREGULATION RENT THRESHOLD ("DRT") AS SET BY THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL AND APPLICABLE AT THAT TIME. FOR THE PERIOD BETWEEN JANUARY 1, 2024 AND DECEMBER 31, 2024, THE DRT IS \$2,774.76 AND SHALL INCREASE EACH JANUARY 1ST THEREAFTER BY THE ONE YEAR RENEWAL LEASE GUIDELINE PERCENTAGE ISSUED THE PRIOR YEAR BY THE NEW YORK CITY RENT GUIDELINES BOARD.

NOTWITHSTANDING THE ABOVE, SOLELY AS A RESULT OF § 421-A, IF THE INITIAL RENT FALLS BELOW THE DRT, AS PREVIOUSLY DEFINED, THEN THE APARTMENT WILL BE SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT NOVEMBER 30, 2054.

§ 421-A PROVIDES THAT THE BUILDING WILL BE SUBJECT TO THE RSL FOR THIRTY-FIVE (35) YEARS, AND, UNLESS THE PRESENT LAWS ARE CHANGED, THE APARTMENT WILL ALSO BE SUBJECT TO STANDARD RENT INCREASES ON LEASE RENEWALS DURING SAID THIRTY-FIVE (35) YEAR PERIOD, AS APPROVED BY THE RENT GUIDELINES BOARD. ANY INCREASES GRANTED BY THE RENT GUIDELINES BOARD SHALL BE MADE TO THE RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

THIS RIDER IS SUBORDINATE TO THE TERMS OF A CERTAIN § 421-A RESTRICTIVE DECLARATION TO BE EXECUTED BY OWNER (THE "§ 421-A RESTRICTIVE DECLARATION"). THE § 421-A RESTRICTIVE DECLARATION IMPOSES CERTAIN CONDITIONS ON OWNER UNTIL IT TERMINATES ON A DATE WHICH IS THIRTY-FIVE (35) YEARS FROM THE DATE OF COMPLETION OF CONSTRUCTION (COMMENCING ON THE ISSUANCE OF THE EARLIER OF (A) THE FIRST TEMPORARY CERTIFICATE OF OCCUPANCY FOR ALL RESIDENTIAL AREAS IN THE BUILDING OR (B) A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING). THIS PERIOD IS CALLED THE "RESTRICTION PERIOD." OWNER IN GOOD FAITH BELIEVES THAT THE RESTRICTION PERIOD WILL END ON OR ABOUT NOVEMBER 30, 2054. IF ON THE DATE OF INITIAL OCCUPANCY AND THE DATE OF OCCUPANCY AFTER ALL VACANCY LEASES FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT IS BELOW THE DRT, THEN UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE RESTRICTION PERIOD ENDS, THE APARTMENT WILL NO LONGER BE RENT STABILIZED. AFTER SUCH DATE, THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR THE APARTMENT NOR WILL THE OWNER BE LEGALLY OBLIGATED TO RENEW THE LEASE. IF THE OWNER SHOULD ELECT TO RENEW THE LEASE AT THAT TIME, THE OWNER WILL NOT BE LEGALLY BOUND BY ANY GOVERNMENTAL RENT GUIDELINES AND MAY CHARGE AN UNREGULATED RENT.

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

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

II. YOUR CONFIRMATION

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

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC



Signed by Johnathan T. Davis
Sat Aug 17 2024 05:07:41 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date



Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date



AMENITIES AGREEMENT

Name: Johnathan T. Davis	
Address: 475 Clermont Avenue #338, Brooklyn, NY 11238	Telephone:

Execution of this Agreement by the undersigned tenant (referred to herein as the "Licensee"), shall entitle the Licensee to the use of the premises known as **475 Clermont** amenities, including the **Fitness Center, Courtyard, Children's Room, Conference Room, Lounges, Pet Spa, Roof Deck** (together, the "Amenities") located at **475 Clermont Avenue**, in the City and State of New York, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

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

1. Use of the Amenities shall be on a first come, first served basis. The Landlord (referred to herein as the "Licensor" and as the "Landlord") does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who are tenants of record in the subject building.
2. Guests shall only be allowed onto **all amenities spaces** if accompanied at all times by a tenant. Tenant may bring up to **2** guests maximum at a time. No guests are permitted to use **Amenities**. Tenants shall have a priority for the use of the other Amenities.
3. Licensee agrees and understands that the **Amenities** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted. No use of electrical appliances is permitted, and no music may be played or produced.
4. The Amenities may never be utilized for more than **N/A** at a time.
5. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$75.00** per hour.
6. The Licensor reserves the right to close all or part of the roof deck at any time, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Landlord to continue to provide the Amenities. Landlord has the right to charge an amenity fee at any time. Licensor shall charge to a Licensee a fee of **\$95.00** per month to use the Amenities. Notwithstanding the foregoing to the contrary, Licensor hereby agrees the License fee shall be reduced to **\$95.00** per month during the first lease year.
7. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this License in the sole and absolute discretion of the Licensor.
8. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the building and/or the gym and/or roof deck.
9. Prior to Licensee's use of the Amenities, Licensor has advised Licensee to obtain insurance for their own protection. Use of the Amenities is at the Licensee's risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
10. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensor, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.
11. Licensee assumes the liability for the use of the Amenities. Licensee expressly waives and releases Landlord from all claims against Landlord and agrees to hold Landlord harmless for any loss resulting from the use of the roof deck and/or gym, regardless of the cause. Landlord shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
12. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Landlord, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its



agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Landlord harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Licensee, upon notice from Landlord, agrees to resist and defend such action at Licensee's sole cost and expense.

- 13. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
- 14. Licensee shall be responsible for the loss or damage to TV remote controls, Billiards equipment, Barbecue equipment, or any other equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.
- 15. Fitness Center, Conference Room/Lounge and Pet Spa are open 24/7 except for the outside gym which closes at 10 p.m.
- 16. Courtyard & Roof Deck hours are 9 a.m. to 10 p.m.
- 17. Kids Room hours are 9 a.m. to 10 p.m.



Signed by Johnathan T. Davis

Sat Aug 17 2024 05:07:46 PM EDT

Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (*Tenant*)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 24, 2024 BETWEEN RXR 810 FULTON OWNER LLC (OWNER/AGENT) AND JOHNATHAN T. DAVIS (TENANT) REGARDING APARTMENT 338 IN THE PREMISES LOCATED AT 475 CLERMONT AVENUE, BROOKLYN, NY 11238. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE: CONSTRUCTION

WHEREAS, Johnathan T. Davis (hereinafter "Tenant") has requested of RXR 810 FULTON OWNER LLC, the Owner of the premises known as and located at 475 Clermont, 475 Clermont Avenue, Brooklyn, NY 11238, (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

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

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

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

Tenant hereby:

- a) assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and
- b) releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due and
- c) agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to tenant or warrants an abatement in tenant's rent, and
- d) agrees to indemnify and hold harmless the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives of, from and/or against, any and/or all loss, costs, claims, suits, damages and judgments arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and

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

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

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC

 Signed by Johnathan T. Davis
Sat Aug 17 2024 05:07:51 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date

 Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date



NEW YORK STATE FLOOD HISTORY AND RISK NOTICE TO RESIDENTIAL TENANTS

Pursuant to and in accordance with New York State Real Property Law §231-b et seq, all residential leases shall provide notice of previous flood history and current flood risk of the leased premises.

The owner of **475 Clermont** ("Leased Premises") hereby provides such notice by checking one or more of the following options:

- ☐ Is any of all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ Is any of all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year flood-plain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☒ Is any of all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ The leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow which is detailed as follows:

☐ None of the above conditions apply to any portion of the Leased Premises.

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

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC



Signed by Johnathan T. Davis
Sat Aug 17 2024 05:07:57 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis *(Tenant)*

Date



Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date



PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

- 1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
- 2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
- 3. After calling 911, call the gas service provider for this building as follows:
Provider: National Grid, Number: 1-718-643-4050
- 4. After completing items 1-3 contact your management company, building staff, or super to notify them of the suspected leak: **929-337-6161 option 1.**

Acknowledgement of receipt by the undersigned tenant(s) of record.



Signed by Johnathan T. Davis
Sat Aug 17 2024 05:08:01 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas

- 1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
- 2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
- 3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:
Proveedor: National Grid, Telefono: 1-718-643-4050
- 4. Después de completar los puntos 1-3, póngase en contacto con su compañía de gestión, el personal del edificio o super para notificarlos de la fuga sospechada: **929-337-6161 option 1.**



LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR
ALLERGEN HAZARDS

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

I, **RXR 810 FULTON OWNER LLC** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC



Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date



**WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT**

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

Your landlord (the owner or managing agent) is required by law to install window guards in your apartment:

- if a child 10 years of age or younger lives in your apartment, or
- if you ask them to install window guards at any time (you do not need to give a reason).

It is a violation of law to refuse, interfere with installation or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

Check one:

- ☐ Children 10 years of age or younger live in my apartment.
- ☒ No children 10 years of age or younger live in my apartment.
- ☐ I want window guards even though I have no children 10 years of age or younger.

Tenant's Name: **Johnathan T. Davis**
Tenant's Address: **475 Clermont Avenue, Brooklyn, NY 11238** Apartment Number: **338**

 **Signed by Johnathan T. Davis**
Sat Aug 17 2024 05:08:05 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant) _____ Date

Return this form to:

Name of landlord (owner or managing agent): **RXR 810 FULTON OWNER LLC**
Address of landlord (owner or managing agent): **475 Clermont Avenue, Brooklyn, NY 11238**

For further information, call **311** and ask about window falls prevention.

*Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit

Se requiere la instalación de rejas en las ventanas

Aviso de alquiler a los inquilinos

Usted está obligado por ley a hacer instalar rejas en todas las ventanas* si un niño de 10 años de edad, o menor, vive en su apartamento.

Su casero (dueño o agente que administra el inmueble) está obligado por ley a instalar rejas en las ventanas de su apartamento si:

un niño de 10 años de edad, o menor, vive en su apartamento; o si

usted le solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

Constituye una infracción de la ley negarse, interferir con la instalación, o retirar las rejas de las ventanas cuando se requiere tenerlas, o no completar y entregar este formulario a su casero. Si este formulario no es devuelto oportunamente, se procederá a realizar una inspección por parte del casero.

Seleccione una:

- ☐ Niños de 10 años de edad o menores viven en mi apartamento.
- ☒ Ningún niño de 10 años de edad o menor vive en mi apartamento.
- ☐ Deseo que se instalen rejas a pesar de que ningún niño de 10 años o menor vive en mi apartamento.

Nombre del inquilino: **Johnathan T. Davis**

Dirección del inquilino: **475 Clermont Avenue, Brooklyn, NY 11238**

Número de apartamento: **338**

Firma del inquilino: _____ Fecha: _____

Entregarle esta forma a:

Nombre del casero (dueño o agente que administra el inmueble): **RXR 810 FULTON OWNER LLC**

Dirección del casero (dueño o agente que administra el inmueble): **475 Clermont Avenue, Brooklyn, NY 11238**

Para más información, llame al 311 y pregunte sobre cómo prevenir caídas de ventanas

*Con excepción de las ventanas que den acceso a las salidas de incendios o las ventanas del primer piso que constituyan un medio obligatorio de salida de la vivienda.

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

*READINESS SUPPLIES (FOR HOME
EMERGENCIES AND YOUR GO BAG)*

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

*WHAT TO DO IN A FIRE/
NON-FIRE EMERGENCY*

*EMERGENCY PREPAREDNESS
RESOURCES*



Developed by the NYC Fire Department to inform apartment building residents and staff about apartment building safety, and what each resident can do to prepare for emergencies, prevent fires and protect themselves and their families during a fire or non-fire emergency.

2021

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

CONTENTS

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 - A. Stay Informed/Emergency Notification Systems
 - B. Sheltering in Place
 - C. When to Evacuate/Emergency Shelter
 - D. Reconnecting With Your Family
- 2. PEOPLE WHO NEED ASSISTANCE**
 - A. If you need help
 - B. If you can provide help
- 3. READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)**
 - A. Home Emergency Supply Kit
 - B. Go Bag
- 4. HOME SAFETY AND FIRE PREVENTION**
 - A. Home Safety Devices
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 - C. Fire Prevention Tips
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- 5. KNOW YOUR BUILDING**
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 - F. Building Explosions/Collapse
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- 7. EMERGENCY PREPAREDNESS RESOURCES**

This emergency preparedness guide has been developed by the New York City Fire Department for distribution to apartment building residents and staff.

It is designed to educate you about your building and what you and the members of your household can do to prepare for emergencies, prevent fires and protect yourselves during a fire or non-fire emergency.

If you receive this guide from the building owner or manager, it will include a Building Information Sheet prepared by the building owner describing the construction of your building, building fire protection systems and exits; an individual emergency preparedness/evacuation planning checklist; and other information that will inform your emergency planning.

1. EMERGENCY PREPAREDNESS BASICS

- A. Stay Informed/Emergency Notification Systems**
- B. Sheltering In Place/Emergency Supply Kit**
- C. When To Evacuate/Emergency Shelter**
- D. Reconnecting With Your Family**
- A. Stay Informed/Emergency Notification Systems**

- 1. Notify NYC is the City’s official source of emergency information, including weather emergencies and subway and road closures.
- 2. Sign up for free emergency alerts or to download the Notify NYC application for mobile applications.
- 3. Visit NYC.gov/notifynyc, call 311 (for Video Relay Service: 212-639-9675; for TTY: 212- 504-4115), or follow @NotifyNYC on Twitter
- 4. During an emergency, follow instructions from on-scene emergency responders or, if the emergency is not at your building, monitor NotifyNYC, local radio, television and internet news services for the latest information, including information about emergency shelter.

B. Sheltering in Place

- 1. During some emergencies, officials may advise you to stay where you are (shelter in place). Generally, this means that it is safest for you to remain in your apartment while firefighters put out a fire or emergency responders clear a nearby hazard.
- 2. The emergency procedures discussed in this Guide (see Section 6, What to Do in a Fire or Non-Fire Emergency) will explain when to leave and when to shelter in place. In all cases, follow the instructions of on-scene police, firefighters or other emergency responders.
- 3. If an emergency requires that you shelter in place, do not leave your place of safety to pick your children up from school until the danger has passed and shelter-in-place orders have been lifted. Schools have their own shelter-in-place procedures. You will only endanger yourself by leaving a safe area during the emergency.
- 4. For weather emergencies and other emergencies that may require that you stay at home for several days, keep an emergency supply kit. See Section 3(A), Home Emergency Supply Kit.

C. When to Evacuate/Emergency Shelter

- 1. Evacuate immediately when you:
 - Are in immediate danger.
 - Are in a type of building in which evacuation is recommended and you can safely do so. See Section 7(A).
 - Are instructed to do so by an on-scene emergency responder.
 - Are ordered to do so by the Mayor or other public authority.
- 2. If you must evacuate your building or are directed by authorities to evacuate, make arrangements to stay with friends or family. During a coastal storm evacuation, the City and/or its partners will open evacuation centers throughout the five boroughs. Know which evacuation center is closest to you by visiting NYC.gov/knowyourzone, or calling 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

D. Reconnecting With Your Family

Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.

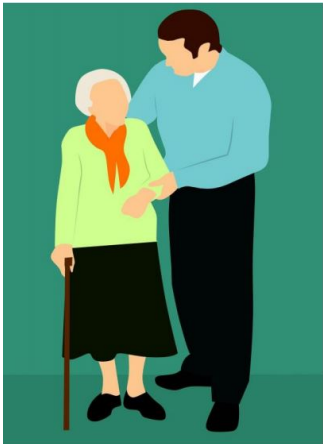
- 1. Identify two places to meet: one near your home and one outside your neighborhood.
- 2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate with others.

2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

- 1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.

- If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
- If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
- If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.
- Take into consideration the factors outlined in Section 6(A)(2) Evacuation Assistance.



- 2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.
- 3. Prepare and have ready a written note explaining your communication needs if you will need assistance understanding others or others will need assistance understanding you. If you communicate in writing, purchase

and keep a portable white board, chalk board or other personal communications device.

4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.

B. If you can provide help

1. Be a caring neighbor. During an emergency, if safe to do so, check on neighbors who may need assistance, especially seniors and persons with disabilities, who may need to be warned.
2. If you can safely do so and are physically able, assist a neighbor in evacuating a building. Do not use elevators during a fire. See Section 6(A), Evacuation Assistance.
3. When providing assistance, listen carefully to what your neighbor has to say about how they should be lifted or moved.

3. READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)

A. Home Emergency Supply Kit

Keep enough supplies in your home to survive for up to seven days. Below are suggested items to keep in an easily accessible container (replace expired items from time to time):

- One gallon of drinking water per person per day
- Nonperishable, ready-to-eat canned foods and manual can opener
- First aid kit
- Flashlight
- Battery-operated AM/FM radio and extra batteries
- Whistle to signal for help from neighbors
- Personal hygiene items: soap, feminine hygiene products, toothbrush, toothpaste, etc.
- Cell phone charging cord and portable battery pack
- Child care supplies or other special care items
- Pet food and supplies
- At least a week's supply of any medication or medical supplies you use regularly
- Spare eyeglasses or contact lens supplies
- Extra batteries for hearing aids
- Back-up equipment or extra supplies for any other home medical or communication devices



B. Go Bag

Your Go Bag should be sturdy and easy to carry, like a backpack or a small suitcase on wheels. You'll need to customize your Go Bag for your personal needs, but some of the important things you need in your Go Bag include:

- Copies of your important documents in a waterproof and portable container (insurance cards, birth certificates, deeds, photo IDs, proof of address, etc.)
- Extra set of car and house keys
- Copies of credit/ATM cards
- Cash (in small bills)
- Bottled water and nonperishable food, such as energy or granola bars
- Flashlight
- Battery-operated AM/FM radio
- Extra batteries/chargers
- Medical items, including:
 - First-aid kit
 - At least a week's supply of any medication or medical supplies you use regularly
 - Medical insurance, Medicare and Medicaid cards
 - A list of medications (and dosages)
 - Names of physicians and contact information
 - Information about medical conditions, allergies and medical equipment.
- Toiletries
- Notepad and pen
- Contact and meeting place information for your household
- Lightweight raingear and blanket
- Items to comfort or distract you, such as a book or deck of cards
- Child care supplies, including games and small toys.
- For pets and service animals:
 - A current color photograph of your pet or service animal (or even better, one of you together, in case you are separated)
 - Name of veterinarian and contact information
 - Ownership, registration, microchip and vaccination information.
 - Food and water dishes
 - Leash and (if needed) muzzle
 - Cotton sheet to place over carrier to help keep your pet or service animal calm
 - Plastic bags for clean-up



4. HOME SAFETY AND FIRE PREVENTION

- Home Safety Devices
- Safe Home Heating
- Fire Prevention Tips
- Extinguishing Small Fires

You can prevent a fire or other emergency by making sure your home is protected by working home safety devices, by heating your home safely, and by preventing fires before they start.

A. Home Safety Devices

1. Smoke and carbon monoxide alarms

- Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
- Combined smoke/carbon monoxide alarms may be used.
- Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.
- Test the devices at least once a month by pressing the test button.
- Newer models are powered by electricity or have a built-in 10-year battery.
- Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
- Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.



2. Assistive devices

- If you or a member of your household is deaf or has limited hearing, consult with the building owner or manager regarding installation of smoke/carbon monoxide detector devices that activate a visual (strobe) or tactile (vibration) alert.
- For more information, see Section 7, Emergency Preparedness Resources.

B. Safe Home Heating

1. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) for a fire inspection if you are unsure your heat source is safe.
2. If you need a portable heater, only use portable electrical heaters approved for indoor use (with enclosed heating elements). Do NOT use your stove or oven to heat your apartment. Do NOT use kerosene or propane heaters, which are dangerous and illegal for indoor use in New York City.
3. Check the power current required to operate the portable heater. Make sure that it can safely operate on a standard household electrical circuit. See Section 4(C), Fire Prevention Tips.
4. Check the heater from time to time when it is on, and turn it off when you leave the apartment or when you go to sleep. Never leave children alone in a room when a portable space heater is on.
5. Keep all household materials that can catch on fire, including furniture, drapes, carpeting and paper, at least three feet away from the heat source. Never drape clothes over a space heater to dry.

C. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.
 - Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and

exits and the route to get to them.

11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
13. Never use a propane, charcoal or other portable grill indoors.
14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

D. Extinguishing a Small Fire

1. You are not expected to put out a fire once it has spread. Instead:
 - Get everyone out of the apartment.
 - Leave immediately and close the apartment door behind you. (**This is very important.**)
 - Report the fire by calling 911 as soon as you reach a safe location. (If your building has a fire alarm system, use the manual pull station to activate the fire alarm as you leave the building.)
 - Notify any building staff.
2. For a fire that has not spread, you can use a portable fire extinguisher. Standard ABC-type (dry chemical) portable fire extinguishers are designed for household fires, except for stove-top fires. Cover the pan or pot and/or use a baking soda or wet portable fire extinguisher (labeled Class K) for stove-top grease/oil fires.
3. To use a portable fire extinguisher, remember P.A.S.S.:
 - Pull
 - Aim
 - Squeeze
 - Sweep



5. KNOW YOUR BUILDING

Learn about your building's construction and types of fire protection systems. This will help you make informed decisions in the event of a fire or non-fire emergency in your building.

- Building construction: Is your building made of fireproof (non-combustible) material or non-fireproof (combustible) material?
- Building fire protection systems: Is your building protected by a sprinkler system? Does it have a fire alarm system or a building communications system?
- Getting out safely (means of egress): How can I get out of the building in case of emergency? Where do the stairwells and other exits leave me: on the street, in the lobby, in the rear yard or other location?

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

A. Building Construction

1. Non-Combustible Buildings. A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.
 - THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.
2. Combustible Buildings. A "combustible" or "non-fireproof" building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.



Check the Building Information Sheet for your building to see whether it is combustible or non-combustible construction.

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or

help prevent fires, and provide early warning to building occupants.

1. **Fire Separations.** Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are “passive” fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
 - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
 - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.
2. **Sprinkler Systems.** A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the water from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.
 - Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
 - Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.



3. **Emergency Voice Communication Systems.** Most high-rise apartment buildings constructed since 2009 that are taller than 12 stories or 125 feet are equipped with a building-wide emergency voice communication system that allows Fire Department personnel to make announcements in the stairwells and in each dwelling unit from a central location, usually the building lobby.
4. **Fire Alarm Systems.** All apartment buildings have smoke alarms and carbon monoxide alarms in individual apartments (see Home Safety Devices, Section 4(a) above). These alarms are not connected to a building fire alarm system and do not automatically notify a fire alarm company central station; they only sound in the apartment.

Some buildings have fire alarm systems, but they may be limited in the areas they cover and may not activate an alarm throughout the building.

- Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.
- Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

If you see or hear any of these devices sound an alarm, call 911. Do not assume that the Fire Department has been notified.

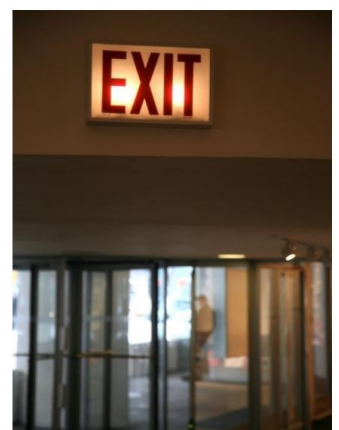
5. **Public Address Systems.** Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of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

Check the Building Information Sheet for your building to see whether there is a sprinkler system, fire alarm system, emergency voice communication system or public address system in your building.

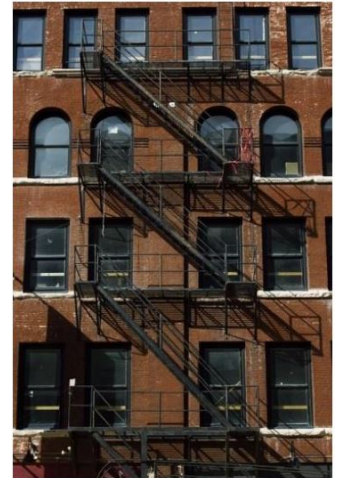
C. Getting Out Safely (Means of Egress)

Almost all residential apartment buildings have at least two means of egress (way of exiting the building). There are several different types of egress:

1. **Interior Stairs.** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.
2. **Exterior Stairs.** Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.
3. **Fire Tower Stairs.** These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.



4. **Fire Escapes.** Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.
5. **Exits.** Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
 - Some of these exits may have alarms and should only be used in an emergency.
 - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



Check the Building Information Sheet for your building to see the different means of egress from your building and where they exit the building.

D. Apartment Identification and Fire Emergency Markings

All apartments are required to have the apartment number clearly marked at eye level on the main entrance door to the apartment, in the building corridor. This will help the Fire Department and other first responders quickly locate your apartment in an emergency.

In addition, many apartment buildings are now required to post or mark the apartment number on the door jamb, at floor level. These reflective or luminous “fire emergency markings” will help the Fire Department locate your apartment during a fire or smoke condition when the eye-level door numbers are not visible. All duplex and other multi-floor apartments, and all apartment buildings that are not protected by a sprinkler system and have more than 8 apartments on a floor, are required to install the fire emergency markings on apartment and stairwell door jambs. For more information, see Section 7, Emergency Preparedness Resources.

Make sure your apartment number is on your apartment door. Check whether fire emergency markings are required in your apartment building.

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

A. Fires

In the event of a fire, follow the directions of Fire Department personnel. However, there may be emergency situations in which you may be required to decide on a course of action to protect yourself and the other members of your household before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction can account for all of the possible factors and changing conditions; you will have to decide for yourself what is the safest course of action under the circumstances.

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

If the fire is in your apartment:

- Close the door to the room where the fire is, and leave the apartment.
- Make sure **EVERYONE** leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Use the nearest stairwell that is free of smoke to exit the building.
- **DO NOT USE THE ELEVATOR.**
- Call 911 as soon as you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

If the fire is not in your apartment (in NON-COMBUSTIBLE OR FIREPROOF BUILDINGS):

- Stay inside your apartment (shelter in place) and listen for instructions from firefighters unless conditions become dangerous.

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

If the fire is not in your apartment (in COMBUSTIBLE OR NON-FIREPROOF BUILDINGS):

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

2. Evacuation Assistance

If you will need assistance in evacuating the building, you should develop a plan in advance and arrange a network of supports to be sure that you will be able to get out. For more information, see Section 2, Persons Who Need Assistance.

In developing your plan, take the following factors into consideration:

- The most common problem in evacuating is inability to walk or difficulty walking. Elevators can be used to evacuate the building in most emergencies, but not during a fire or power outage.
- Relocating within the building below the fire floor or non-fire emergency may be sufficient to protect you from harm.
- If you use a wheelchair, scooter or other motorized device, consider keeping a lightweight travel wheelchair or evacuation chair in your apartment to make it easier for others to assist you when the elevator can't be used. Show how it works to those who will be helping you.
- Carrying a person down flights of stairs is difficult, at best. If you and those who may be helping you think it can be done, educate yourselves as to different ways persons can be carried. For more information, see Section 7, Emergency Preparedness Resources.

As a last resort, if you are unable to evacuate, retreat to the safest area from the fire or other emergency. This could be your apartment, a neighbor's apartment, or the stairwell itself. Some newer buildings may have a room near the stairwell designed as a shelter and equipped with a telephone. Call 911 (or have others call 911) to report your situation.

B. Medical Emergencies

Take a moment to plan ahead for a medical emergency. What should you do if you, a member of your family or a neighbor experience a medical condition that requires emergency ambulance transport to a hospital?

Familiarize yourself with the warning signs of a medical emergency and the information the 911 operator will ask you to provide. Keep handy the phone numbers of someone you can call to meet emergency responders and escort them directly to the patient.

1. Warning signs. The following are warning signs of a medical emergency:

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain
- Choking
- Coughing up or vomiting blood
- Fainting or loss of consciousness
- Feeling of committing suicide or murder
- Head or spine injury
- Severe or persistent vomiting
- Sudden, severe pain anywhere in the body
- Sudden dizziness, weakness, or change in vision
- Swallowing a poisonous substance

- Upper abdominal pain
2. **Call 911.** Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:
 - The address of the building, including the nearest cross-street and apartment number.
 - The best building entrance to use to get to where you are.
 - The number of persons who are ill and your exact location inside or outside of the building.
 - Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
 - Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
 - Have a family/household member stay with you.
 3. **Notify Building Staff.** After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. Utility Emergencies

Utility disruptions include power outages, carbon dioxide releases, gas leaks and water leaks. They can affect a single apartment, building or block or the entire city.

1. Power Outages

Advance preparation:

- Keep flashlights and spare batteries in your apartment.
- Avoid the use of candles, which can start a fire. For more information about the safe use of candles, see Section 7, Emergency Preparedness Resources.
- If you rely on medical equipment that requires electric power, look into obtaining a back-up power source. Ask your utility company whether your medical equipment qualifies you to be listed as a life-sustaining equipment (LSE) customer who will be contacted in the event of power emergency. See Section 7, Emergency Preparedness Resources.
- Keep your cell phone charged. If you have a battery pack, keep it fully charged as well.

At time of the power disruption:

- Call your utility company immediately to report the outage. See Section 7, Emergency Preparedness Resources.
- Turn off all appliances that will turn on automatically when service is restored, to avoid a power surge that can damage your electrical circuits and appliances.
- Keep refrigerator and freezer doors closed as much as possible to avoid spoilage.
- Do not use generators indoors. They can create dangerous levels of carbon monoxide.
- Do not use propane or kerosene heaters or grills indoors.

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

Symptoms of carbon monoxide poisoning are flu-like. They may include headache, dizziness, fatigue, chest pain, vomiting. If not promptly addressed, it can cause death.

IF YOU SUSPECT CARBON MONOXIDE POISONING:

- Open windows.
- Evacuate the building.
- Call 911 as soon as you reach a safe location.
- Call your local utility company.

3. Gas Leaks

Many apartments use piped natural gas from the utility company for cooking and clothes drying. Natural gas is flammable and explosive. If it leaks and collects in an apartment or room, a spark can ignite it, causing an explosion and a fire.

Piped natural gas is given a distinctive, "rotten eggs" smell by the utility company. If you smell natural gas:

- Do not operate any light switches or electrical devices in the apartment, including your cell phone. Any spark could cause a fire.
- Do not smoke and immediately extinguish any smoking materials.
- Evacuate the building, taking all members of your family/household.
- Call 911 to report the emergency when outdoors.
- For more information about building explosions, see Section 6(F).

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

- If water is leaking into your apartment (or from your apartment to others), immediately arrange for repairs or notify the building owner or manager to do so (as applicable).
- If water is entering electrical wiring in the ceiling or walls, call 911.
- If you have no water or very low water pressure, report the condition to 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).
- If you have a concern about drinking water quality, report the condition to 311. Monitor Notify NYC or local radio and TV stations for official guidance as to a widespread drinking water emergency.
- If you see water coming up from the ground or roadway, or suspect a water main break, call 311 (for Video

D. Weather Emergencies

1. Extreme Heat

During a heat wave your apartment may be unsafe if it is not air conditioned. Infants, the elderly and the ill are particularly vulnerable to the effects of extreme heat.

Monitor Notify NYC and local radio and TV stations for extreme heat warnings.

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment's electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment's electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.
- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor's apartment, a restaurant or store, or a cooling center.
- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) or access NYC.gov/emergencymanagement during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.
- Drink plenty of water. Avoid alcohol and caffeinated beverages.
- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

The public is generally advised to shelter in place in their homes during a winter weather storm. Apartment buildings usually provide a safe environment during storms and persons can remain indoors for several days if necessary if they make adequate provision for food and other supplies.

3. Heavy Rain, Coastal Storms and Hurricanes

In some extreme weather emergencies, such as hurricanes, the City may order evacuations in areas. If you live in a high rise building, especially on the 10th floor or above, stay away from windows in case they break or shatter, or move to a lower floor.

Advance preparation:

- Before a coastal storm or hurricane, find out if you live in one of New York City's hurricane evacuation zones. See Section 7, Emergency Preparedness Resources, or NYC.gov/knowyourzone.
- Prepare your home. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your generator with fuel.
- Have your Go Bag ready.
- Know where you will go in the event an evacuation order is issued. Stay with family or friends or call 311 for information before, during or after the storm.
- If ordered to evacuate, do so as directed. Use public transportation if possible. Keep in mind that public transportation may shut down several hours before the storm arrives.
- If you need to use the elevator to evacuate and are in an evacuation zone, be sure to evacuate before elevator service is discontinued to protect the elevators from flooding. Building owners are required to post signs in the building lobby or common area in advance (if possible) of a weather emergency if they will be discontinuing elevator service. Advance notification of the building owner/ management may help ensure you receive appropriate notification. See Section 2, People Needing Assistance.
- Be prepared for a power interruption by charging your cell phone and other portable devices and adjust the refrigerator setting to a colder temperature.

During the storm:

- Stay indoors. If you live in a basement apartment, be prepared to move to a higher floor during periods of heavy rain.
- Call 911 if you have a medical emergency or are in danger from physical damage to your building or apartment, but be aware that an emergency response may be delayed or unavailable during the storm.
- If you are trapped inside by rising waters, move to a higher floor, but don't retreat into an enclosed attic unless you have a saw or other tool to cut a hole in the roof if necessary. Call 911 and report your situation. Wait for help. Do NOT try to swim to safety. Do not enter a building if it is surrounded by floodwaters.
- Stay away from downed power lines. Water conducts electricity.

4. Earthquakes

Although earthquakes are not common in the New York City area, earthquakes can and have affected our area, and apartment building residents and staff should be prepared.

Depending on its location, even a small earthquake can cause buildings to shake, physically damage buildings (including cracks in walls), and cause objects to move or fall from shelves.



During an earthquake, “drop, cover and hold on”:

- Take cover under a sturdy piece of furniture (such as a table) and hold on.
- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.
- Drop to the floor.
- Cover your head and neck with your arms.
- If you use a wheelchair, take cover in a doorway or next to an interior wall and lock the wheels. Remove from the wheelchair any equipment that is not securely affixed to it. Cover yourself with whatever is available to protect yourself from falling objects.
- If you are unable to move from a bed or chair, protect yourself from falling objects with blankets or pillows.
- If you are outdoors, go to an open area away from trees, utility poles and buildings.
- Stay where you are until the shaking stops.

Be aware that there may be aftershocks, additional earthquake vibrations which often follow an earthquake.

5. Tornados

Although not common in the New York City area, a number of tornados (and microbursts, a similar wind condition) have touched down in New York City in recent years.

In the event of a tornado alert:

- If a tornado is approaching your neighborhood, immediately go to the basement of your building. If your building has no basement, go to the lowest floor of the building.
- Stay next to the wall in an interior room or area away from windows until the tornado has passed.
- Avoid interior spaces with roofs that span a large open space, such as atriums and auditoriums.
- If there is no suitable place to shelter in your building, evacuate your building for a safer location, but only if there is sufficient time to get there.

E. Hazardous Materials Emergencies

1. Chemical

A hazardous materials emergency can result from an accident, such as an overturned truck or an explosion in a factory, or as a result of criminal activity, such as a terrorist attack.

If the chemical is being dispersed through the air, every effort should be made to avoid breathing it in.

During the emergency:

- Shelter in place. Generally, it is safest to shelter in place in your apartment.
- Turn off all air conditioners and ventilation systems, close windows and seal up all ventilation grilles and other openings that will allow outside air to enter into your apartment.
- Monitor Notify NYC and local radio and TV stations for additional information.

If you are near the area of the chemical release or it has entered your apartment:

- Cover your nose, mouth and as much of your skin as possible.
- Evacuate your apartment and building if it is safe to do so. If not, move to an interior room, such as a bathroom and seal up the windows and doors.

Once the emergency has been resolved, if you have been exposed to, or contaminated by, the chemical:

- Listen for instructions from public authorities and/or first responders.
- Decontaminate yourself as soon as you reach a clean area. Obtain medical assistance if needed.

Monitor Notify NYC for guidance if the hazardous materials release affects the water or food supply.

2. Radiological Dispersal Device (RDD)

Radiological dispersal devices (RDDs) use conventional explosives with radioactive material. RDDs are not capable of creating a nuclear explosion: they are not nuclear weapons. They are meant to cause panic and disrupt daily life.

RDDs can cover a wide area with dangerous radioactive material. Radioactive material dispersed from an RDD can settle like dust on your clothing, your body, and other objects.

If you are outside, immediately take shelter in the nearest safe building and monitor Notify NYC (and local radio and TV stations, if available) for additional information and instructions.

If you or your family are near the location of a confirmed RDD explosion, follow the steps below to reduce any potential radiation exposure. Do not go to a hospital unless you have a medical emergency.

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do not shake or brush off the dust.
- Seal the clothing and shoes you were wearing in a plastic bag or other container and keep them away from people and pets, but do not place them in the garbage.
- Gently blow your nose and wipe your eyes and ears with a clean wet cloth.
- Take a shower with plenty of soap. Wash from your head down. Avoid scratching your skin. Wash your hair using shampoo only. Do not use conditioner because it may cause radioactive material to stick to your hair and skin.
- If you cannot shower, use a dry or wet cloth or wipe to clean skin that was uncovered, including your face and hands. Seal the used cloth or wipes in a bag or container like you did with your contaminated clothes.
- Put on whatever clothing and shoes you have that are not contaminated with dust. If necessary, borrow clothes from a neighbor.
- All personal devices and equipment that may have been exposed to radioactive material, especially wheelchairs and other mobility equipment, should be wiped down with a damp cloth or wipe. Make sure to clean the wheels. Wash your hands afterwards.
- Decontaminate pets and service animals by washing and shampooing them. It is not necessary to shave their fur.

F. Building Explosions/Collapse

The most common reason for a building explosion is a gas leak. See Section 6(C)(3), Gas Leaks.

Building explosions can also result from malfunctioning equipment or criminal activity.

Explosions can cause buildings, or portions of buildings, to collapse. Building collapses also result from unlawful or improperly performed alterations to the building structure.

Buildings of noncombustible construction (with concrete or steel structures) are less likely to collapse, except in extraordinary circumstances.

If there is an explosion in your apartment building:

- Attempt to determine the severity of the damage to the building (such as collapsed or cracked ceilings or walls, clouds of dust, or strong smell of gas) and whether you are in immediate danger.
- If conditions allow, evacuate the building as quickly and calmly as possible.
- Call 911 as soon as you are in a safe location.
- If you cannot safely evacuate or you are not certain it is safe to evacuate, call 911 and follow the instructions they provide.
- If there is a possibility of a collapse of walls or ceilings, take cover under a sturdy piece of furniture (such as a table).

If there is a collapse in your building and you are trapped by debris:

- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.



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G. Terrorism

A terrorist's primary objective is to create fear. With accurate information and basic emergency preparedness, you can fight back. Visit PlanNowNYC, a website developed by NYC Emergency Management and the City's other emergency response agencies to help New Yorkers prepare for terrorist attacks. See Section 7, Emergency Preparedness Resources.

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.
- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as the subway.
- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

2. Active Shooter Emergencies

In an active shooter emergency, one or more armed individuals enter a building or other place with the intention of shooting multiple persons, typically at random.

Active shooter incidents are generally associated with public buildings and places, not apartment buildings. However, an active shooter emergency could occur in or around your apartment building, or where you work, shop, or spend recreational time. It is important that you understand how to respond to such emergencies.

DURING AN ACTIVE SHOOTER EMERGENCY, IT IS RECOMMENDED THAT YOU:

1. Avoid (Run). Get away from the shooter, if you can. Leave your personal belongings behind.
2. Barricade (Hide). If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.
3. Confront (Fight). If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improvise weapons and throw items. Yell.



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4. Call 911 as soon as it is safe to do so.

Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing

the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

1. Keep your hands empty and above your head. Do not carry any items that could be confused with a weapon or a dangerous device.
2. Do not act in a manner that may cause a law enforcement officer to view you as a threat. Do not make any sudden movements. Keep your distance. Do not run towards law enforcement officers or grab them.
3. The law enforcement personnel you first encounter may not be designated to render medical assistance. If possible, proceed to a more secure area before requesting assistance.
4. You may not be allowed to immediately leave the scene of the incident. Be prepared to be detained for questioning.

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

Notify NYC: Sign up for Notify NYC to receive notifications by going to [NYC.gov/NotifyNYC](https://nyc.gov/NotifyNYC), follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device.

Ready New York (NYC Emergency Management): The Ready New York guides offer tips and information for all types of emergencies. The information in these guides is available in multiple languages and in audio format:

<http://www1.nyc.gov/site/em/ready/guides-resources.page>

Reduce Your Risk Guide (NYC Emergency Management): This guide outlines steps property owners can take to prepare through hazard mitigation — cost-effective and sustained actions taken to reduce the long-term risk to human life or property from hazards:

http://www1.nyc.gov/site/em/ready/guides-resources.page#reduce_your_risk

Information for Apartment Dwellers (NYC Department of Housing Preservation and Development (HPD)): HPD's website discusses how apartment renters can prepare for and respond to weather emergencies, natural disasters, hazards, and power outages. Their website also includes information on the legal obligation that landlords have to maintain habitable conditions in residential buildings, including following storm-related or other damage:

<https://www1.nyc.gov/site/hpd/services-and-information/disaster-response.page>

People Who Need Assistance

People with Health Issues (NYC Department of Health & Mental Hygiene). The Health Department's website focuses on health emergencies but also covers how to prepare for any emergency if you have specific health issues such as persons on dialysis and persons with limited mobility:

<http://www1.nyc.gov/site/doh/health/emergency-preparedness/individuals-and-families-dme.page>

How to Register as a Life Sustaining Equipment Customer: Con Edison Special Services, 1-800- 752-6633 (TTY: 800-642-2308) and website:

<https://www.coned.com/en/accounts-billing/payment-plans-assistance/special-services>

PSE&G Critical Care Program (Rockaways customers): 800-490-0025 (TTY: 631-755-6660) and website:

<https://www.psegliny.com/page.cfm/CustomerService/Special/CriticalCare>

National Grid NYC Customer Service (Brooklyn, Queens, and Staten Island customers): 718-643- 4050 (or dial 711 for New York State Relay Service)

National Grid Long Island Customer Service (Rockaways customers): 800-930-5003.

NYC Well: For mental health information, a referral, or if you need to talk to someone, call NYC Well, New York City's confidential, 24-hour Mental Health Hotline: 888-NYC-WELL (1-888-692- 9355) or website:

<https://nycwell.cityofnewyork.us/en/>

Home Safety and Fire Prevention

Home Safety:

Smoke Alarms and Carbon Monoxide Detectors (NYC Department of Housing Preservation and Development (HPD)): HPD's website has information about the legal obligations of landlords and tenants to install and maintain smoke alarms and carbon monoxide detectors:

<https://www1.nyc.gov/site/hpd/services-and-information/smoke-carbon-monoxidetectors.page>

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including smoke and carbon monoxide alarms:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-life-safety.page>

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

<http://www.fdnysmart.org/>

Smoke Alarms (American Red Cross): The Red Cross's website has information about fire safety and smoke alarm installation. The agency and its partners will install a limited number of free smoke alarms for those who cannot afford to purchase smoke alarms or for those who are physically unable to install a smoke alarm. The Red Cross installs a limited number of specialized bedside alarms for individuals who are deaf or hard-of-hearing.

For general information: <https://www.redcross.org/sound-the-alarm>

For assistance with purchase or installation:

<http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety>

Fire Prevention

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including tips on residential fire safety, proper use of fire extinguishers, candle safety, and senior fire safety:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Fire Code Guide (NYC Fire Department). The Fire Department has posted guidance with respect to the fire safety requirements set forth in the New York City Fire Code and Fire Department rules, including candle safety and decorative alcohol-fueled fireplaces (Chapter 3), Christmas tree safety (Chapter 8), and prevention of electrical hazards (Chapter 6):

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

Know Your Building

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including building construction:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Building Construction (FDNY Foundation): The FDNY Foundation is a not-for-profit that promotes fire safety education. Its website has information to help you know whether you live in a fireproof or non-fire proof building:

<http://www.fdnysmart.org/safetytips/fire-proof-or-non-fire-proof/>

Apartment Identification and Fire Emergency Markings (NYC Fire Department). For more information about apartment identification and fire emergency marking requirements, see NYC Fire Code Sections FC505.3 and FC505.4 and Fire Department rules 3 RCNY 505-01 and 505-02. The Fire Department has posted the Fire Code and rules on its website, together with a Fire Code Guide that includes (in Chapter 5) Frequently Asked Questions about these requirements. The link to this information is:

<https://www1.nyc.gov/site/fdny/codes/fire-code/fire-code.page>

<https://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page>

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

What To Do In A Fire or Non-Fire Emergency

Evacuation Assistance: Lift and Carry Techniques (City of Los Angeles): The different ways one or two persons can carry someone, with sketches and instructions: <http://www.cert-la.com/downloads/liftcarry/Liftcarry.pdf>

Evacuation Devices (NYC Mayor’s Office for People with Disabilities): The City has posted information about stair chairs and other evacuation devices, including considerations for purchasing an evacuation device for use in your building:

<http://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page>

Power Outages. Contact numbers to report power outages and other utility emergencies are as follows:

Utility Company Emergency Numbers:

Con Edison 24-hour hotline: 800-752-6633 (TTY: 800-642-2308)

National Grid 24-hour hotline: 800-465-1212

Suspicious Mail or Packages: The U.S. Postal Service has published information on how to protect yourself, your business, and your mailroom from a package that contains a bomb (explosive), radiological, biological, or chemical threat:

<http://about.usps.com/posters/pos84/welcome.htm>

Terrorism

PlanNow NYC (NYC Emergency Management) is the City website that informs New Yorkers about potential terrorist actions and other emergencies. The interactive website is designed to engage New Yorkers about possible emergency scenarios, from an active shooter incident to a radiological, biological or chemical incident: <https://plannownyc.cityofnewyork.us/>

Run Hide Fight (City of Houston): The City of Houston has published a video about how the public should respond to an active shooter incident:

<https://www.youtube.com/watch?v=5VcSwejU2D0>

NYPD Shield (NYC Police Department): NYPD Shield is a Police Department program for building owners and other private sector businesses to counter terrorism through information sharing:

<https://www.nypdshield.org/public/>

401-06 (10-25-21 w/cover)



Signed by Johnathan T. Davis

Sat Aug 17 2024 05:08:20 PM EDT

Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date



ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED JUNE 24, 2024 BETWEEN RXR 810 FULTON OWNER LLC (LANDLORD) AND JOHNATHAN T. DAVIS (TENANT) REGARDING APARTMENT 338 IN THE PREMISES LOCATED AT 475 Clermont Avenue, Brooklyn, NY 11238. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

PERMISSION TO HARBOR PET

Except as provided in this Rider, no pets may be harbored in the Apartment. Owner permits Tenant to harbor only the following pet(s) (hereinafter referred to as the "pet(s)") in the Apartment and only on the condition that Tenant fully complies with the following rules, terms and conditions:

Please sign and complete, as applicable, "A" or "B" below

A. FOR TENANT(S) OCCUPYING WITHOUT PETS

- 1. I hereby represent that I neither have a pet, nor am I requesting the Owner's permission to harbor a pet in the Apartment.
- 2. I hereby represent that if I wish to harbor a pet in the Apartment in the future I shall first obtain the Owner's prior written consent and further agree that if such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the Apartment or I shall be subject to a \$500.00 penalty in addition to all other remedies permitted by the lease, law and equity.
- 3. I understand that the Owner has specifically relied upon my representations in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC

Signed by Johnathan T. Davis
Sat Aug 17 2024 05:08:29 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

Johnathan T. Davis (Tenant)Date(Owner/Agent)Date

B. FOR TENANT(S) REQUESTING PERMISSION TO HAVE A PET

- 1. I hereby request the Owner's consent to harbor a pet in the Apartment.
- 2. I hereby represent that if such consent is given I will comply with all rules and requirements pertaining to the harboring of a pet in the Apartment or I shall be subject to a \$500.00 penalty in addition to all other remedies permitted by the lease, law and equity.
- 3. I understand that the Owner has specifically relied upon my representations in entering into a lease with me, such that a lease would neither have been offered nor executed absent said representations by me.
- 4. \$50.00 per pet, per month

Description of Pet(s) (This information must be filled out by the Tenant)

No pets has been authorized at this time.

TERMS AND CONDITIONS:

- 1. Rules
 - a. The pet(s) must not be a nuisance or cause a disturbance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building. Excessive barking or noise as determined by Owner shall be considered a nuisance or disturbance.
 - b. The pet(s) must be accompanied by a person at all times outside of the apartment. The pet(s) is not permitted in the fitness center, lounges, laundry rooms and any other public area, amenity or facility space of the Building except for the hallways of Tenant's floor, elevators, stairwells and lobby when being transported in or out of the Building. and any other public area, amenity or facility space of the Building except for the hallways of Tenant's floor, elevators, stairwells and lobby when being transported in or out of the Building. Tenant shall carry the pet(s) (or maintain pet(s) on a leash of not more than six (6) feet), whenever the pet(s) leaves the Apartment and enters any public/common area of the Building. Owner may require tenant to muzzle dog in the public areas in and around the building.
 - c. Under no circumstances may Tenant harbor any pet(s) other than, in lieu of, or in replacement of the pet(s) specifically described above without Owner's written consent.
 - d. Subject to owner's prior approval, Tenant may keep up to two pets in the apartment. TENANT MUST PROVIDE PHOTOGRAPH OF PET AT THE TIME REQUEST IS MADE. If pet becomes threatening towards, aggressive towards or actually bites another tenant, guest, occupant, or building staff member, Landlord can immediately rescind the right of tenant have the pet or demand that the pet be muzzled whenever a building worker is in the unit or the pet is in a common area, hallway, elevator, stairwell, lobby, vestibule or entering and leaving building and if tenant fails or refuse, Landlord can demand pet be removed or lease terminated if tenant fails to comply.
 - e. Tenant represents that the pet(s) is of a breed which is peaceful in nature, will not present a nuisance, threat or danger to other tenants or their pets, and has no history of being a threat or danger to other people or animals and has never to tenants knowledge caused serious harm to any person.
 - f. Notwithstanding the above, permission is not given to harbor dogs of the Akbash, Akita/Akita mu, American Bulldog, Anatolian Shepherd, Bandog/Bandogge, Beauceron (a.k.a. Berger de Beauce, Bas Rouge, Beauce Shepherd, Red Stocking dog), Belgian Shepherd (a.k.a. Belgian Sheep Dog, Malinois, Tervuren, Laekenois, Groenendael), Black Russian Terrier (a.k.a. Russian Bear Schnauzer, Black Terrier, Tchiomy Terrier, Chomyi), Boerboel, Briard, Bully Kutta/Bully Cutha/Bohli Kufta (a.k.a. PBK.), Cane Corso (a.k.a. Italian Mastiff), Catahoula Leopard Dog (and all Catahoula breeds), Chinese Shar Pei (a.k.a Chinese Fighting Dog), Chow-Chow, Doberman Pinscher, Dogue De Bordeaux (a.k.a. Bordeaux Bulldog, French Mastiff), Fila Brasileiro, German Shepherd, Great Dane, Great Pyranees (a.k.a., Pyranees Mountain Dog), Gull

Dong (Gull Terr, Bully Gull Terr), Husky (a.k.a. Siberian Husky), Jindo/Chindo, Kangal, Kuchii/Koochee, Kuvasz, Malamute, Mastiffs, Pit Bull (including Pit Bull Terriers, American Pit Bull Terrier, any Staffordshire Terrier or Bull Terrier), Perro de Presa Mallorquin, Presa Canario (a.k.a. Canary Dogs), Rhodesian Ridgeback (a.k.a. Lion Dog, African Lion Hound), Rottweiler, St. Bernard, Tosa Inn (a.k.a. Tosa Ken, Japanese Tosa, Japanese Mastiff), Wolf, Wolf-Dog Hybrids (including all wolf-like breeds), or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for any period of time.

- a. The pet(s) must be housebroken. The pet(s) must never be allowed to urinate or defecate in landscaped areas, planters, within the Building or on any other Building property.
 - b. Should the pet(s) reach an age where the pet(s) cannot control his bodily functions, owner may require tenant to cause the pets removal from the building.
 - c. If the pet(s) is a dog, dog must be licensed by the New York City Department of Health, have appropriate yearly shots and be examined regularly by its veterinarian. Tenant shall provide Owner with documents evidencing licensing, shots and veterinary examinations upon request.
2. Tenant represents and agrees that Tenant shall fully comply with the conditions set forth in this Rider. Because of the health hazard and possible disturbance of other tenants, which arise from the unrestricted presence of pets in the Building, Tenant is required to and agrees to adhere to all of the provisions of these rules.
3. Owner's consent to the harboring of the pet(s) is limited to the pet(s) referred to herein only (such that no additional or replacement pet(s) may be brought into the Apartment pursuant to this Rider), and is predicated upon the specific presentations and compliance with the representations and the agreements herein by Tenant, absent which Owner would not have executed this Rider.
4. Tenant acknowledges, agrees, warrants and represents that a breach by Tenant, or Tenant's guests or invitees, of the terms of this Rider shall constitute a material breach of a substantial obligation of the Lease, and that, upon any such breach, this permission to harbor a pet(s) is revoked. Tenant shall promptly upon notice remove the pet(s) being harbored in the Apartment. In the event that Tenant breaches any of the terms contained in this Pet Rider, Owner may commence legal proceedings against Tenant in order to remove the pet(s) from the Apartment or enforce the provisions of Lease, at the Owner's option in accordance with the Default and Termination paragraphs contained in the Lease.
5. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider. This Rider shall be deemed to be incorporated into and is made a part of the Lease.
6. Tenant(s) shall further agree to pay a Pet Deposit of **\$0.00** that will be returned to Tenant(s) at the end of the lease. The Landlord may deduct money from said deposit if there are damages to the property. If there are damages in excess of the **\$0.00**, Tenant(s) is/are responsible for those expenses.

Owner reserves the right to rescind or amend any of these rules and regulations and to institute any such other rules and regulations from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and for securing the comfort and convenience of all Tenants.

New York City Recycling Notice

Lease/Commencement of Occupancy Notice for
Complying with NYC Residential Recycling Requirements

New York City has a mandatory residential recycling program that requires all residents to source-separate designated materials from their waste in their homes for recycling collection by the NYC Department of Sanitation.

Residents are required to keep the following designated materials separate from regular garbage and discard them according to building management instructions in properly labeled recycling receptacles. (For more info on what to recycle, call 311 or visit www.nyc.gov/recycle.)

What to Recycle

- **paper & cardboard:** newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings), cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes
- **beverage cartons, bottles, cans, metal & foil (emptied and rinsed):** milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.), plastic bottles & jugs, glass bottles & jars, metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.)

Building Recycling Procedures

This building has established the following procedures for handling designated recyclables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

Compactor rooms are located on each floor for recyclables. Please contact the front desk to discard bulk items.



Renters Insurance Penalty Rider

RIDER ATTACHED AND FORMING A PART OF THE LEASE DATED JUNE 24, 2024 BETWEEN RXR 810 FULTON OWNER LLC (OWNER/AGENT) AND JOHNATHAN T. DAVIS (TENANT) REGARDING APARTMENT NUMBER 338 IN THE PREMISES LOCATED AT 475 CLERMONT AVENUE, BROOKLYN, NY 11238. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

Tenant understands that as a condition of the Lease, all tenants are obligated to procure and maintain a renters insurance policy satisfying the requirements of **Section 32, page 8 and 421-A Rider to Lease Agreement, Section 113, page 22** of the Lease. You have the obligation to furnish appropriate documentation, demonstrating that you have procured and continue to maintain an appropriate renters insurance policy. Landlord uses a third-party service provider to verify and monitor renters insurance policies, you must provide relevant materials to the third-party service provider, and upon request to the Landlord.

If you fail to procure appropriate coverage, you shall be subject to a penalty of **fifteen dollars (\$15.00)** per month to be added to your rent payment. Such penalty shall be assessed to Tenant for failure to procure or maintain appropriate renters insurance by the first (1st) of the month immediately preceding the assessment; where Tenant is moving-in, such penalty shall be assessed if Tenant fails to present appropriate proof at or prior to move-in. This penalty does not represent or act as a liquidated damages clause and Landlord preserves all rights and claims in connection with any breach of this Lease. Further, payment of such penalty shall not constitute insurance or be a substitute thereof.

[All penalties shall be refundable on a pro rata basis upon presentation of appropriate proof that Tenant procured and maintained renters insurance coverage satisfying Tenant's lease obligations for the period for which the penalty was assessed. Such pro rata refund shall be provided either by a direct refund to Tenant or the equivalent credits towards rent payments, such election shall be in the sole discretion of Landlord.]

Tenant acknowledges and understands that Landlord may procure independent insurance to indemnify, protect, and insure Landlord in connection to potential loss related to Tenant's occupancy of the leased unit. Tenant understands that such insurance, if procured by Landlord, is for the exclusive benefit of the Landlord and is not a substitute for Tenant's personal renters insurance needs nor satisfies Tenant's obligations under the Lease. If Landlord submits a claim and the third-party insurer renders payment, the Landlord's rights and recourses shall be subrogated to the third-party insurer and Tenant may be liable to the third-party insurer.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC

 **Signed by Johnathan T. Davis**
Sat Aug 17 2024 05:08:35 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date

 **Signed by Aiden MacDonald**
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date



RXR Mobile App

LEASE RIDER

This Mobile App Lease Rider ("**Lease Rider**") is incorporated by reference into the rental agreement ("Lease") between the tenant ("**You**") and the landlord ("**Owner**") relating to the building or complex at the address indicated below (the "**Building**"), and Your unit within it (Your "**Unit**"), in the same manner and to the same effect as if it had been originally incorporated therein.

The Owner may offer certain Services (as defined in the RXR Terms of Service) to you through a mobile application (the "**App**") provided by RXR Urban Living RXO, LLC ("**RXR**"). These Services may include the ability to book certain services or amenities. Additionally, the Owner has equipped the Building with a smart access system that facilitates access to the Building (including common areas within the Building, as applicable) and Your Unit using the App (the "**Smart Access System**").

If You use the App or any of the Services offered through the App – or if You authorize any other parties to use the App – You acknowledge and agree that use of the Services or the App is governed by RXR’s Terms of Service, available at: <http://urban-living-rxr-terms-of-service.s3-website-us-east-1.amazonaws.com/> and by using the Services or the App you hereby agree to such terms.

If you do not agree to RXR’s Terms of Service you may not use the Services provided via the App and such Services or the App will no longer be available to you.

If you do not wish to use the Smart Access System, you may, at any time, enter the Building, Unit or common area using a passcode, keycard or other alternative access credential provided by the Owner.

For more information about RXR’s privacy practices, please visit the RXR Resident Experience Officer and Mobile Application Privacy Policy at <https://urban-living-rxr-privacy-policy.s3.amazonaws.com/urban-living-rxr-privacy-policy.html>.

Building
Address: 475 Clermont Avenue, Brooklyn, NY 11238

Unit
Number: 338



Signed by Johnathan T. Davis
Sat Aug 17 2024 05:08:39 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (*Tenant*)

Date



NEW YORK CITY
TENANT DATA PRIVACY POLICY

Last updated: February 13, 2024

This Privacy Policy describes the information collected, used and disclosed when you use the RXR Urban Living RXO, LLC (“RXR”) mobile app (the “App”) as a smart access system to enter a building in New York City. RXR provides the App on behalf of the owner of the building (the “Owner”) that uses the App as a smart access system.

This Privacy Policy does not apply to any information that the Owner or RXR otherwise processes independently of your use of the App as a smart access system, such as any information you provide on your lease and information from any App features that do not permit access to the building or any units or common areas within it. For more information about RXR’s privacy practices, please visit the [RXR Resident Experience Officer and Mobile Application Privacy Policy](https://urban-living-rxr-privacy-policy.s3.amazonaws.com/urban-living-rxr-privacy-policy.html) at <https://urban-living-rxr-privacy-policy.s3.amazonaws.com/urban-living-rxr-privacy-policy.html>.

1. DATA COLLECTED BY THE APP

The App collects the following data elements (collectively, “Data”):

- **Reference Data.** This is the information used to verify that you are authorized to enter the building, a unit within the building, or any common areas, and may include: your name and contact information; unit number and other doors or common areas you are permitted to access; identification card number or other identifier associated with the physical hardware you use to enter the building (e.g., RFI cards, Bluetooth, etc.); passwords, passcodes, and usernames; and lease information.
- **Authentication Data.** This is the information collected or generated at the point of authentication to grant you entry to the building, unit, or any common areas. This includes dates and times of access.

If you do not want to use the App, you may enter the building, unit or common area using a passcode, keycard or other alternative access credential provided by the Owner.

2. THIRD PARTIES THAT MAY RECEIVE APP DATA

Data from the App may be shared with the Owner’s service providers, including:

Entity Name	Description of Entity	Privacy Policy
RXR	Smart Access Building Application Provider	Privacy Policy
Yardi Systems, Inc.	Property Management Software	Privacy Policy

In addition, RXR may share Data for legal and compliance purposes, with RXR affiliates, or in the event of a business transfer, as described in the [RXR Resident Experience Officer and Mobile Application Privacy Policy](https://urban-living-rxr-privacy-policy.s3.amazonaws.com/urban-living-rxr-privacy-policy.html) at <https://urban-living-rxr-privacy-policy.s3.amazonaws.com/urban-living-rxr-privacy-policy.html>

3. PROTOCOLS AND SAFEGUARDS

RXR employs technical, organizational and physical safeguards designed to protect security of the App. These safeguards include data encryption; phone-based authentication; role-based data access permissions; and firmware that is periodically updated to enable the remediation of critical security or vulnerability issues. For more information on the cybersecurity mechanisms RXR uses to protect Data, please see the [RXR Resident Experience Officer and Mobile Application Privacy Policy](https://urban-living-rxr-privacy-policy.s3.amazonaws.com/urban-living-rxr-privacy-policy.html) at <https://urban-living-rxr-privacy-policy.s3.amazonaws.com/urban-living-rxr-privacy-policy.html>.

4. RETENTION SCHEDULE

RXR retains Data for as long as reasonably necessary to provide the smart access system, for legitimate business needs, or as long as continued retention is otherwise required or permitted by law (e.g. for tax, legal, accounting or other purposes). In general, RXR retains Data within the App as part of the smart access system in accordance with the following retention periods:

- **Authentication Data:** Up to 90 days after such Data has been collected or generated.
- **Reference Data:** Up to 90 days after you have permanently vacated your unit or withdrawn your authorization for use of the App.

Where permitted by applicable laws, Data may be retained for longer, including where such Data no longer is used as part of a smart access system or where required to: (i) detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for that activity; (ii) debug to identify and repair errors that impair existing intended functionality; (iii) to adhere to constitutional free speech protections; and (iv) comply with any other laws or legal obligations. In addition, RXR may anonymize Data to generate statistics, metrics and other information.

5. UNAUTHORIZED ACCESS PROTOCOL

In the event of a cybersecurity incident which results in unauthorized access to Data, the Owner will work with RXR to investigate the incident and take appropriate actions in accordance with applicable laws. Where required by applicable law, the Owner or RXR may notify affected individuals.

6. GUIDELINES FOR DATA DELETION

If you wish to remove or delete your Data, please contact RXR at support@rxohome.zendesk.com. RXR generally will remove, delete or anonymize your Data within 90 days of your request, unless applicable laws permit the continued retention of your Data.



7. ADDING/ REMOVING GUESTS

You may use the App to allow guests and trusted service providers (“**Guests**”) to access the building, your unit, and/or common areas, to the extent permitted by the Owner. To authorize a Guest to use the App, click “Register a Guest” and then click the “+” button in the top right.

You may remove a Guest from accessing the building, your Unit and/or common areas at any time by going to “Register a Guest,” clicking the edit button next to the active guest, and clicking “Deactivate Guest” or “Delete Guest.”

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC

 **Signed by Johnathan T. Davis**
Sat Aug 17 2024 05:08:49 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (*Tenant*)

Date

 **Signed by Aiden MacDonald**
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(*Owner/Agent*)

Date

SMART LOCK ADDENDUM

This document is an addendum to and forms a part of the Lease Agreement dated **September 30, 2024** between **RXR 810 FULTON OWNER LLC (Owner)** and **Johnathan T. Davis (Residents)** for unit **338** located at **475 Clermont Avenue, Brooklyn, NY 11238**.

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

- 1. Third-Party Provider.** This Addendum shall provide authority for Owner to utilize a third-party provider (LATCH) for Smart Lock technology and devices. Resident (for itself, its guests, service personnel, occupants and other similar individuals of Resident) consents and agrees to the installation, use and maintenance of this Smart Lock Technology and Devices (hereinafter Amenity). It is acknowledged and agreed Owner may determine to change providers at any time for any reason. Owner reserves this right to change or discontinue the use of Smart Lock technology or this Amenity and any such discontinuance or change shall not and cannot be considered a reduction in services provided that Resident has a means or method to securely lock and access the apartment.
- 2. Upgrade Consent.** Resident consents to upgrades of the Amenity either directly or remotely by Owner or third-party provider. Resident consents to access to the Amenity to upgrade or service same and such consent is expressly given to both Owner and to third-party providers.
- 3. Resident Information and Data.** Resident consents to Owner providing to the third-party provider of the Amenity data (including, without limitation, certain personally identifiable data) concerning Resident. Resident also consents to third-party provider's collection, control, maintenance, storage, processing and transmittal of such Resident information and data for purposes consistent with providing the Amenity to Resident. Resident agrees to and acknowledges that management of information or data collected will be subject to the Privacy Policy and/or Procedures of the third-party provider. Owner shall provide to Resident any documentation or information deemed necessary by Owner as to the name and address or other pertinent information related to third-party provider. Resident acknowledges receipt of such information and that Resident has had opportunity to review the Privacy Policy and that Resident fully accepts all of the terms thereof.
- 4. Owner's Obligations.** Except as provided for or limited by applicable law, Owner, shall not be liable for any failures of Smart Lock or any part of the Amenity. Owner shall not be liable for any damages (actual, consequential or otherwise) related to the use, inability to use, failure, suspension, or any other related issues the Amenity, nor shall Resident be entitled to any rent reduction or credit for any failures of smart lock technology during the term of the Lease or any extension thereof. It is acknowledged and agreed that Owner does not represent or warrant that Amenity works, will always work, or will work as anticipated. Owner's sole responsibly shall be to work as a conduit for resolution of any problems with the Amenity.
- 5. Hold Harmless.** Owner shall not be responsible for any damages or costs incurred by Resident resulting from the Amenity, the use or the failure thereof. Nor shall Owner be responsible for any damages to Resident due to any acts or omission of third-party provider. Resident shall hold Owner harmless for any damages related in any way to third-party provider or the Amenity.
- 6. Equipment Damage.** Resident is responsible to notify owner within 30 days of occupying the apartment of any default of damaged smart lock equipment. Resident will be responsible for reimbursing the Owner for replacement costs of any damage incurred to equipment beyond that of normal wear-and-tear during the occupancy of the apartment.

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC



Signed by Johnathan T. Davis
Sat Aug 17 2024 05:08:54 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date



Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date



RIDER ATTACHED TO AND FORMING PART OF LEASE DATED JUNE 24, 2024 BETWEEN RXR 810 FULTON OWNER LLC ("OWNER/AGENT") AND JOHNATHAN T. DAVIS ("TENANT") OF APARTMENT 338 IN THE BUILDING LOCATED AT 475 CLERMONT AVENUE, BROOKLYN, NY 11238. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE LEASE TO WHICH IT IS ATTACHED, THIS RIDER SHALL GOVERN AND CONTROL. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT UNDER THE LEASE.

SMOKE FREE RIDER

Tenant acknowledges and agrees that smoking is strictly prohibited anywhere in the Building including in the Tenant's Apartment, in the common areas including, but not limited to, in the hallways, amenity spaces, on terraces both public and private or anywhere else in the Building. Tenant represents that neither Tenant nor any of Tenant's guests will smoke in the Apartment or anywhere else in the Building. Tenant further agrees to indemnify and hold the Landlord harmless from any claims resulting from Tenant's breach of this provision and agrees that, in that event, Landlord has the absolute right to take action to recover possession of the Apartment and to recover from Tenant for any damages sustained and any of the costs incurred in connection with such breach.

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC



Signed by Johnathan T. Davis
Sat Aug 17 2024 05:08:58 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date



Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date



POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: 475 Clermont Avenue, Brooklyn, NY 11238

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

Definitions

- a. **Smoking:** inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke
- b. **Electronic Cigarette (e-cigarette):** a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

Smoke-Free Air Act

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

Policy on Smoking

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes in indoor common areas.

- ☒ Inside of residential units*
- ☒ Outside of areas that are part of residential units, including balconies, patios and porches
- ☒ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☒ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions:

* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

Complaint Procedure

Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

Acknowledgment and Signatures:

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

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC

 Signed by Johnathan T. Davis
Sat Aug 17 2024 05:09:02 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date

 Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date



THE REAL ESTATE BOARD OF NEW YORK, INC.
SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Johnathan T. Davis
Lease Premises Address: 475 Clermont Avenue, Brooklyn, NY 11238
Apartment Number: 338 (the "Leased Premises")
Date of Lease: June 24, 2024

CHECK ONE:

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

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

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

Acknowledgment & Signatures:

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

 Signed by Johnathan T. Davis
Sat Aug 17 2024 05:09:06 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis (Tenant)

Date

Rose Property Management Group, LLC A/A/F RXR 810 FULTON OWNER, LLC

 Signed by Aiden MacDonald
Wed Aug 21 2024 05:39:19 PM EDT
Key: B1E9D643; IP Address: 70.19.53.74

(Owner/Agent)

Date

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



ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

PLEASE COMPLETE THIS FORM BY CHECKING THE APPROPRIATE BOX, FILLING OUT THE INFORMATION REQUESTED, AND SIGNING.

Please return the form to the owner at the address provided by September 30, 2024:

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



Signed by Johnathan T. Davis
Sat Aug 17 2024 05:09:10 PM EDT
Key: F86A9F66; IP Address: 71.255.78.237

Johnathan T. Davis *(Tenant)*

Date

Print Name, Address, and Apartment Number:
Johnathan T. Davis
475 Clermont Avenue #338, Brooklyn, NY 11238

Return this form to (Owner address):
475 Clermont Avenue, Brooklyn, NY 11238



STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

EHS1317501 - 1.09

HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

3. Be very cautious about using pesticides yourself.

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

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

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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



Revised 12-08



▼ Detach Here and Mail With Your Payment ▼

Department of the Treasury
Internal Revenue Service

Calendar Year —
Due **04/15/2025**

2025 Form 1040-ES Payment Voucher 1

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the 'United States Treasury.' Write your social security number and '2025 Form 1040-ES' on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Amount of estimated tax
you are paying by check
or money order.....▶

1,199.

REV 07/17/25 INTUIT.CG.CFP.SP

1555

253-89-0709
JOHNATHAN T DAVIS

475 CLERMONT AVE APT 338
BROOKLYN NY 11238-5963

INTERNAL REVENUE SERVICE
PO BOX 931100
LOUISVILLE KY 40293-1100

253890709 DL DAVI 30 0 202512 430

▼ Detach Here and Mail With Your Payment ▼

Department of the Treasury
Internal Revenue Service

Calendar Year —
Due **06/16/2025**

2025 Form 1040-ES Payment Voucher 2

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the 'United States Treasury.' Write your social security number and '2025 Form 1040-ES' on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Amount of estimated tax
you are paying by check
or money order.....▶

1,199.

REV 07/17/25 INTUIT.CG.CFP.SP

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PO BOX 931100
LOUISVILLE KY 40293-1100

253890709 DL DAVI 30 0 202512 430

----- ▼ Detach Here and Mail With Your Payment ▼ -----

Department of the Treasury
Internal Revenue Service

Calendar Year —
Due **09/15/2025**

2025 Form 1040-ES Payment Voucher 3

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the 'United States Treasury.' Write your social security number and '2025 Form 1040-ES' on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Amount of estimated tax
you are paying by check
or money order..... ▶

1,199.

REV 07/17/25 INTUIT.CG.CFP.SP

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253-89-0709
JOHNATHAN T DAVIS

475 CLERMONT AVE APT 338
BROOKLYN NY 11238-5963

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PO BOX 931100
LOUISVILLE KY 40293-1100

253890709 DL DAVI 30 0 202512 430

▼ Detach Here and Mail With Your Payment ▼

Department of the Treasury
Internal Revenue Service

Calendar Year —
Due **01/15/2026**

2025 Form 1040-ES Payment Voucher 4

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the 'United States Treasury.' Write your social security number and '2025 Form 1040-ES' on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Amount of estimated tax
you are paying by check
or money order.....▶

1,199.

REV 07/17/25 INTUIT.CG.CFP.SP

1555

253-89-0709
JOHNATHAN T DAVIS

475 CLERMONT AVE APT 338
BROOKLYN NY 11238-5963

INTERNAL REVENUE SERVICE
PO BOX 931100
LOUISVILLE KY 40293-1100

253890709 DL DAVI 30 0 202512 430

For the year Jan. 1–Dec. 31, 2024, or other tax year beginning _____, 2024, ending _____, 20____

See separate instructions.

Your first name and middle initial Johnathan T		Last name Davis		Your social security number 253 89 0709		
If joint return, spouse's first name and middle initial		Last name		Spouse's social security number		
Home address (number and street). If you have a P.O. box, see instructions. 475 Clermont Ave				Apt. no. 338		
City, town, or post office. If you have a foreign address, also complete spaces below. Brooklyn			State NY		ZIP code 112385963	
Foreign country name		Foreign province/state/county		Foreign postal code		

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.
☐ You ☐ Spouse

Filing Status ☒ Single ☐ Head of household (HOH)

Check only one box. ☐ Married filing jointly (even if only one had income) ☐ Married filing separately (MFS) ☐ Qualifying surviving spouse (QSS)

If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent: _____

☐ If treating a nonresident alien or dual-status alien spouse as a U.S. resident for the entire tax year, check the box and enter their name (see instructions and attach statement if required): _____

Digital Assets At any time during 2024, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.) ☐ Yes ☒ No

Standard Deduction **Someone can claim:** ☐ You as a dependent ☐ Your spouse as a dependent ☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1960 ☐ Are blind Spouse: ☐ Was born before January 2, 1960 ☐ Is blind

Dependents (see instructions):

(1) First name	Last name	(2) Social security number	(3) Relationship to you	(4) Check the box if qualifies for (see instructions): Child tax credit	Credit for other dependents
If more than four dependents, see instructions and check here ☐				☐	☐
				☐	☐
				☐	☐
				☐	☐

Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a Form W-2, see instructions.	1a	Total amount from Form(s) W-2, box 1 (see instructions)	1a	207,773.
	b	Household employee wages not reported on Form(s) W-2	1b	
	c	Tip income not reported on line 1a (see instructions)	1c	
	d	Medicaid waiver payments not reported on Form(s) W-2 (see instructions)	1d	
	e	Taxable dependent care benefits from Form 2441, line 26	1e	
	f	Employer-provided adoption benefits from Form 8839, line 29	1f	
	g	Wages from Form 8919, line 6	1g	
	h	Other earned income (see instructions)	1h	0.
	i	Nontaxable combat pay election (see instructions)	1i	
	z	Add lines 1a through 1h	1z	207,773.
	2a	Tax-exempt interest	2a	
	3a	Qualified dividends	3a	
	4a	IRA distributions	4a	
	5a	Pensions and annuities	5a	
	6a	Social security benefits	6a	
b	Taxable interest	2b		
c	Ordinary dividends	3b		
d	Taxable amount	4b		
e	Taxable amount	5b		
f	Taxable amount	6b		
c	If you elect to use the lump-sum election method, check here (see instructions)		☐	
7	Capital gain or (loss). Attach Schedule D if required. If not required, check here	7	☐	
8	Additional income from Schedule 1, line 10	8		
9	Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your total income	9	207,773.	
10	Adjustments to income from Schedule 1, line 26	10		
11	Subtract line 10 from line 9. This is your adjusted gross income	11	207,773.	
12	Standard deduction or itemized deductions (from Schedule A)	12	14,600.	
13	Qualified business income deduction from Form 8995 or Form 8995-A	13		
14	Add lines 12 and 13	14	14,600.	
15	Subtract line 14 from line 11. If zero or less, enter -0-. This is your taxable income	15	193,173.	

Tax and Credits	16	Tax (see instructions). Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3 ☐			16	39,502.
	17	Amount from Schedule 2, line 3			17	
	18	Add lines 16 and 17			18	39,502.
	19	Child tax credit or credit for other dependents from Schedule 8812			19	
	20	Amount from Schedule 3, line 8			20	
	21	Add lines 19 and 20			21	
	22	Subtract line 21 from line 18. If zero or less, enter -0-			22	39,502.
	23	Other taxes, including self-employment tax, from Schedule 2, line 21			23	126.
24	Add lines 22 and 23. This is your total tax			24	39,628.	
Payments	25	Federal income tax withheld from:				
	a	Form(s) W-2	25a	38,669.		
	b	Form(s) 1099	25b			
	c	Other forms (see instructions)	25c	127.		
	d	Add lines 25a through 25c	25d	38,796.		
	26	2024 estimated tax payments and amount applied from 2023 return			26	
	27	Earned income credit (EIC)	27	No		
	28	Additional child tax credit from Schedule 8812			28	
	29	American opportunity credit from Form 8863, line 8			29	
	30	Reserved for future use			30	
	31	Amount from Schedule 3, line 15			31	
	32	Add lines 27, 28, 29, and 31. These are your total other payments and refundable credits			32	
33	Add lines 25d, 26, and 32. These are your total payments			33	38,796.	
Refund	34	If line 33 is more than line 24, subtract line 24 from line 33. This is the amount you overpaid			34	
	35a	Amount of line 34 you want refunded to you . If Form 8888 is attached, check here ☐			35a	
	b	Routing number	c Type: ☐ Checking ☐ Savings			
	d	Account number				
36	Amount of line 34 you want applied to your 2025 estimated tax			36		
Amount You Owe	37	Subtract line 33 from line 24. This is the amount you owe . For details on how to pay, go to www.irs.gov/Payments or see instructions			37	832.
	38	Estimated tax penalty (see instructions)			38	

Third Party Designee	Do you want to allow another person to discuss this return with the IRS? See instructions ☐ Yes . Complete below. ☒ No		
	Designee's name	Phone no.	Personal identification number (PIN)

Sign Here	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Your signature	Date	Your occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
			Investment Banker	
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)
Joint return? See instructions. Keep a copy for your records.	Phone no. (404)271-4291		Email address	

Paid Preparer Use Only	Preparer's name	Preparer's signature	Date	PTIN	Check if: ☐ Self-employed
	Firm's name	Self-Prepared			Phone no.
	Firm's address				Firm's EIN

SCHEDULE 2
(Form 1040)

Department of the Treasury
Internal Revenue Service

Additional Taxes

Attach to Form 1040, 1040-SR, or 1040-NR.
Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2024
Attachment
Sequence No. **02**

Name(s) shown on Form 1040, 1040-SR, or 1040-NR

Johnathan T Davis

Your social security number

253-89-0709

Part I Tax

1 Additions to tax:

- a** Excess advance premium tax credit repayment. Attach Form 8962
- b** Repayment of new clean vehicle credit(s) transferred to a registered dealer from Schedule A (Form 8936), Part II. Attach Form 8936 and Schedule A (Form 8936)
- c** Repayment of previously owned clean vehicle credit(s) transferred to a registered dealer from Schedule A (Form 8936), Part IV. Attach Form 8936 and Schedule A (Form 8936)
- d** Recapture of net EPE from Form 4255, line 2a, column (l)
- e** Excessive payments (EP) from Form 4255. Check applicable box and enter amount.
(i) ☐ Line 1a, column (n) **(ii)** ☐ Line 1c, column (n)
(iii) ☐ Line 1d, column (n) **(iv)** ☐ Line 2a, column (n)
- f** 20% EP from Form 4255. Check applicable box and enter amount. See instructions.
(i) ☐ Line 1a, column (o) **(ii)** ☐ Line 1c, column (o)
(iii) ☐ Line 1d, column (o) **(iv)** ☐ Line 2a, column (o)
- y** Other additions to tax (see instructions): _____

1a

1b

1c

1d

1e

1f

1y

z Add lines 1a through 1y

1z

2 Alternative minimum tax. Attach Form 6251

2

3 Add lines 1z and 2. Enter here and on Form 1040, 1040-SR, or 1040-NR, line 17

3

Part II Other Taxes

4 Self-employment tax. Attach Schedule SE

4

5 Social security and Medicare tax on unreported tip income. Attach Form 4137

5

6 Uncollected social security and Medicare tax on wages. Attach Form 8919

6

7 Total additional social security and Medicare tax. Add lines 5 and 6

7

8 Additional tax on IRAs or other tax-favored accounts. Attach Form 5329 if required.
If not required, check here ☐

8

9 Household employment taxes. Attach Schedule H

9

10 Repayment of first-time homebuyer credit. Attach Form 5405 if required

10

11 Additional Medicare Tax. Attach Form 8959

11

126.

12 Net investment income tax. Attach Form 8960

12

13 Uncollected social security and Medicare or RRTA tax on tips or group-term life insurance from Form W-2, box 12

13

14 Interest on tax due on installment income from the sale of certain residential lots and timeshares

14

15 Interest on the deferred tax on gain from certain installment sales with a sales price over \$150,000

15

16 Recapture of low-income housing credit. Attach Form 8611

16

(continued on page 2)

Part II Other Taxes (continued)**17** Other additional taxes:**a** Recapture of other credits. List type, form number, and amount:**17a****b** Recapture of federal mortgage subsidy, if you sold your home see instructions**17b****c** Additional tax on HSA distributions. Attach Form 8889**17c****d** Additional tax on an HSA because you didn't remain an eligible individual. Attach Form 8889**17d****e** Additional tax on Archer MSA distributions. Attach Form 8853**17e****f** Additional tax on Medicare Advantage MSA distributions. Attach Form 8853**17f****g** Recapture of a charitable contribution deduction related to a fractional interest in tangible personal property**17g****h** Income you received from a nonqualified deferred compensation plan that fails to meet the requirements of section 409A**17h****i** Compensation you received from a nonqualified deferred compensation plan described in section 457A**17i****j** Section 72(m)(5) excess benefits tax**17j****k** Golden parachute payments**17k****l** Tax on accumulation distribution of trusts**17l****m** Excise tax on insider stock compensation from an expatriated corporation .**17m****n** Look-back interest under section 167(g) or 460(b) from Form 8697 or 8866 .**17n****o** Tax on non-effectively connected income for any part of the year you were a nonresident alien from Form 1040-NR**17o****p** Any interest from Form 8621, line 16f, relating to distributions from, and dispositions of, stock of a section 1291 fund**17p****q** Any interest from Form 8621, line 24**17q****z** Any other taxes. List type and amount: _____**17z****18** Total additional taxes. Add lines 17a through 17z**18****19** Recapture of net EPE from Form 4255, line 1d, column (l)**19****20** Section 965 net tax liability installment from Form 965-A**20****21** Add lines 4, 7 through 16, 18, and 19. These are your **total other taxes**. Enter here and on Form 1040 or 1040-SR, line 23, or Form 1040-NR, line 23b**21****126 .**

Nondeductible IRAs

Attach to 2024 Form 1040, 1040-SR, or 1040-NR.

Go to www.irs.gov/Form8606 for instructions and the latest information.

OMB No. 1545-0074

2024
Attachment
Sequence No. **48**

Name. If married, file a separate form for each spouse required to file 2024 Form 8606. See instructions.

Johnathan T Davis

Your social security number

253-89-0709

**Fill in Your Address
Only if You Are
Filing This Form by
Itself and Not With
Your Tax Return**

Home address (number and street, or P.O. box if mail is not delivered to your home)

Apt. no.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete the spaces below (see instructions).

Foreign country name

Foreign province/state/county

Foreign postal code

Part I Nondeductible Contributions to Traditional IRAs and Distributions From Traditional, Traditional SEP, and Traditional SIMPLE IRAs

Complete this part only if one or more of the following apply.

- You made nondeductible contributions to a traditional IRA for 2024.
- You took distributions from a traditional, traditional SEP, or traditional SIMPLE IRA in 2024 **and** you made nondeductible contributions to a traditional IRA in 2024 or an earlier year. For this purpose, “distributions” **does not** include rollovers (but does include certain 2024 retirement plan distribution repayments treated as rollovers (see instructions)). Also, it **does not** include qualified charitable distributions, one-time distributions to fund an HSA, conversions, recharacterizations, or returns of certain contributions.
- You converted part, but not all, of your traditional, traditional SEP, and traditional SIMPLE IRAs to Roth, Roth SEP, or Roth SIMPLE IRAs in 2024 **and** you made nondeductible contributions to a traditional IRA in 2024 or an earlier year.

1	Enter your nondeductible contributions to traditional IRAs for 2024, including those made for 2024 from January 1, 2025, through April 15, 2025. See instructions	1	6,259.
2	Enter your total basis in traditional IRAs. See instructions	2	0.
3	Add lines 1 and 2	3	6,259.
In 2024, did you take a distribution from traditional, traditional SEP, or traditional SIMPLE IRAs, or make a Roth, Roth SEP, or Roth SIMPLE IRA conversion? ☐ No — Enter the amount from line 3 on line 14. Do not complete the rest of Part I. ☐ Yes — Go to line 4.			
4	Enter those contributions included on line 1 that were made from January 1, 2025, through April 15, 2025	4	
5	Subtract line 4 from line 3	5	
6	Enter the value of all your traditional, traditional SEP, and traditional SIMPLE IRAs as of December 31, 2024, plus any outstanding rollovers. Subtract certain 2024 retirement plan distribution repayments treated as rollovers, if any (see instructions)	6	
7	Enter your distributions from traditional, traditional SEP, and traditional SIMPLE IRAs in 2024. Do not include rollovers (but do include certain 2024 retirement plan distribution repayments treated as rollovers (see instructions)). Also, do not include qualified charitable distributions; a one-time distribution to fund an HSA; conversions to a Roth, Roth SEP, or Roth SIMPLE IRA; certain returned contributions; or recharacterizations of traditional IRA contributions (see instructions)	7	
8	Enter the net amount you converted from traditional, traditional SEP, and traditional SIMPLE IRAs to Roth, Roth SEP, or Roth SIMPLE IRAs in 2024. Also, enter this amount on line 16	8	
9	Add lines 6, 7, and 8	9	
10	Divide line 5 by line 9. Enter the result as a decimal rounded to at least 3 places. If the result is 1.000 or more, enter “1.000”	10	×
11	Multiply line 8 by line 10. This is the nontaxable portion of the amount you converted to Roth, Roth SEP, or Roth SIMPLE IRAs. Also, enter this amount on line 17.	11	
12	Multiply line 7 by line 10. This is the nontaxable portion of your distributions that you did not convert to a Roth, Roth SEP, or Roth SIMPLE IRA	12	
13	Add lines 11 and 12. This is the nontaxable portion of all your distributions	13	
14	Subtract line 13 from line 3. This is your total basis in traditional IRAs for 2024 and earlier years	14	6,259.
15a	Subtract line 12 from line 7	15a	
b	Enter the amount on line 15a attributable to qualified disaster distributions, if any, from 2024 Form(s) 8915-F (see instructions). Also, enter this amount on 2024 Form(s) 8915-F, line 18, as applicable (see instructions)	15b	
c	Taxable amount. Subtract line 15b from line 15a. Reduce that amount by certain 2024 retirement plan distribution repayments (other than those reported on Form 8915-F) that are treated as rollovers (see instructions). If more than zero, also include this amount on 2024 Form 1040, 1040-SR, or 1040-NR, line 4b	15c	
Note: You may be subject to an additional 10% tax on the amount on line 15c if you were under age 59½ at the time of the distribution. See instructions.			

Part II 2024 Conversions From Traditional, Traditional SEP, or Traditional SIMPLE IRAs to Roth, Roth SEP, or Roth SIMPLE IRAs

Complete this part if you converted part or all of your traditional, traditional SEP, and traditional SIMPLE IRAs to a Roth, Roth SEP, or Roth SIMPLE IRA in 2024.

16	If you completed Part I, enter the amount from line 8. Otherwise, enter the net amount you converted from traditional, traditional SEP, and traditional SIMPLE IRAs to Roth, Roth SEP, or Roth SIMPLE IRAs in 2024	16
17	If you completed Part I, enter the amount from line 11. Otherwise, enter your basis in the amount on line 16 (see instructions)	17
18	Taxable amount. Subtract line 17 from line 16. If more than zero, also include this amount on 2024 Form 1040, 1040-SR, or 1040-NR, line 4b	18

Part III Distributions From Roth, Roth SEP, or Roth SIMPLE IRAs

Complete this part only if you took a distribution from a Roth, Roth SEP, or Roth SIMPLE IRA in 2024. For this purpose, a distribution **does not** include a rollover (but does include certain 2024 retirement plan distribution repayments treated as rollovers (see instructions)). Also, it **does not** include a qualified charitable distribution, one-time distribution to fund an HSA, recharacterization, or return of certain contributions (see instructions).

19	Enter your total nonqualified distributions from Roth, Roth SEP, and Roth SIMPLE IRAs in 2024, including any qualified first-time homebuyer distributions, and any 2024 retirement plan distributions whose repayments are treated as rollovers (see instructions)	19
20	Qualified first-time homebuyer expenses (see instructions). Do not enter more than \$10,000 reduced by the total of all your prior qualified first-time homebuyer distributions	20
21	Subtract line 20 from line 19. If zero or less, enter -0-	21
22	Enter your basis in Roth, Roth SEP, and Roth SIMPLE IRA contributions (see instructions). If line 21 is zero, stop here	22
23	Subtract line 22 from line 21. If zero or less, enter -0- and skip lines 24 and 25. If more than zero, you may be subject to an additional tax (see instructions)	23
24	Enter your basis in conversions from traditional, traditional SEP, and traditional SIMPLE IRAs and rollovers from qualified retirement plans to a Roth, Roth SEP, or Roth SIMPLE IRA. See instructions	24
25a	Subtract line 24 from line 23. If zero or less, enter -0- and skip lines 25b and 25c	25a
b	Enter the amount on line 25a attributable to qualified disaster distributions, if any, from 2024 Form(s) 8915-F (see instructions). Also, enter this amount on 2024 Form(s) 8915-F, line 19, as applicable (see instructions)	25b
c	Taxable amount. Subtract line 25b from line 25a. Reduce that amount by certain 2024 retirement plan distribution repayments (other than those reported on Form 8915-F) that are treated as rollovers (see instructions). If more than zero, also include this amount on 2024 Form 1040, 1040-SR, or 1040-NR, line 4b	25c

**Sign Here Only
if You Are Filing
This Form by Itself
and Not With Your
Tax Return**

Under penalties of perjury, I declare that I have examined this form, including accompanying attachments, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature

Date

**Paid
Preparer
Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if
self-employed

PTIN

Firm's name

Firm's EIN

Firm's address

Phone no.

Health Savings Accounts (HSAs)

Attach to Form 1040, 1040-SR, or 1040-NR.
Go to www.irs.gov/Form8889 for instructions and the latest information.

OMB No. 1545-0074

2024
Attachment
Sequence No. **52**

Name(s) shown on Form 1040, 1040-SR, or 1040-NR

Johnathan T Davis

Social security number of HSA beneficiary.
If both spouses have HSAs, see instructions.
253-89-0709

Before you begin: Complete Form 8853, Archer MSAs and Long-Term Care Insurance Contracts, if required.

Part I HSA Contributions and Deduction. See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part I for each spouse.

1	Check the box to indicate your coverage under a high-deductible health plan (HDHP) during 2024. See instructions	☒ Self-only ☐ Family
2	HSA contributions you made for 2024 (or those made on your behalf), including those made by the unextended due date of your tax return that were for 2024. Do not include employer contributions, contributions through a cafeteria plan, or rollovers. See instructions	2 0.
3	If you were under age 55 at the end of 2024 and, on the first day of every month during 2024, you were, or were considered, an eligible individual with the same coverage, enter \$4,150 (\$8,300 for family coverage). All others , see the instructions for the amount to enter	3 4,150.
4	Enter the amount you and your employer contributed to your Archer MSAs for 2024 from Form 8853, lines 1 and 2. If you or your spouse had family coverage under an HDHP at any time during 2024, also include any amount contributed to your spouse's Archer MSAs	4 0.
5	Subtract line 4 from line 3. If zero or less, enter -0-	5 4,150.
6	Enter the amount from line 5. But if you and your spouse each have separate HSAs and had family coverage under an HDHP at any time during 2024, see the instructions for the amount to enter	6 4,150.
7	If you were age 55 or older at the end of 2024, married, and you or your spouse had family coverage under an HDHP at any time during 2024, enter your additional contribution amount. See instructions	7 0.
8	Add lines 6 and 7	8 4,150.
9	Employer contributions made to your HSAs for 2024	9 1,000.
10	Qualified HSA funding distributions	10
11	Add lines 9 and 10	11 1,000.
12	Subtract line 11 from line 8. If zero or less, enter -0-	12 3,150.
13	HSA deduction (see instructions).	13 0.

Part II HSA Distributions. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part II for each spouse.

14a	Total distributions you received in 2024 from all HSAs (see instructions)	14a
b	Distributions included on line 14a that you rolled over to another HSA. Also include any excess contributions (and the earnings on those excess contributions) included on line 14a that were withdrawn by the due date of your return. See instructions	14b
c	Subtract line 14b from line 14a	14c
15	Qualified medical expenses paid using HSA distributions (see instructions)	15
16	Taxable HSA distributions. Subtract line 15 from line 14c. If zero or less, enter -0-. Also, include this amount in the total on Schedule 1 (Form 1040), Part I, line 8f	16
17a	If any of the distributions included on line 16 meet any of the Exceptions to the Additional 20% Tax (see instructions), check here ☐	
b	Additional 20% tax (see instructions). Enter 20% (0.20) of the distributions included on line 16 that are subject to the additional 20% tax. Also, include this amount in the total on Schedule 2 (Form 1040), Part II, line 17c	17b

Part III Income and Additional Tax for Failure To Maintain HDHP Coverage. See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part III for each spouse.

18	Last-month rule	18
19	Qualified HSA funding distribution	19
20	Total income. Add lines 18 and 19. Include this amount on Schedule 1 (Form 1040), Part I, line 8f	20
21	Additional tax. Multiply line 20 by 10% (0.10). Include this amount in the total on Schedule 2 (Form 1040), Part II, line 17d	21

Additional Medicare Tax

If any line does not apply to you, leave it blank. See separate instructions.
Attach to Form 1040, 1040-SR, 1040-NR, or 1040-SS.
Go to www.irs.gov/Form8959 for instructions and the latest information.

OMB No. 1545-0074

2024
Attachment
Sequence No. **71**

Name(s) shown on return

Johnathan T Davis

Your social security number

253-89-0709

Part I Additional Medicare Tax on Medicare Wages

1	Medicare wages and tips from Form W-2, box 5. If you have more than one Form W-2, enter the total of the amounts from box 5	1	214,032.		
2	Unreported tips from Form 4137, line 6	2			
3	Wages from Form 8919, line 6	3			
4	Add lines 1 through 3	4	214,032.		
5	Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying surviving spouse . . . \$200,000	5	200,000.		
6	Subtract line 5 from line 4. If zero or less, enter -0-	6		14,032.	
7	Additional Medicare Tax on Medicare wages. Multiply line 6 by 0.9% (0.009). Enter here and go to Part II	7		126.	

Part II Additional Medicare Tax on Self-Employment Income

8	Self-employment income from Schedule SE (Form 1040), Part I, line 6. If you had a loss, enter -0-	8			
9	Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying surviving spouse . . . \$200,000	9			
10	Enter the amount from line 4	10			
11	Subtract line 10 from line 9. If zero or less, enter -0-	11			
12	Subtract line 11 from line 8. If zero or less, enter -0-	12			
13	Additional Medicare Tax on self-employment income. Multiply line 12 by 0.9% (0.009). Enter here and go to Part III	13			

Part III Additional Medicare Tax on Railroad Retirement Tax Act (RRTA) Compensation

14	Railroad retirement (RRTA) compensation and tips from Form(s) W-2, box 14 (see instructions)	14			
15	Enter the following amount for your filing status: Married filing jointly \$250,000 Married filing separately \$125,000 Single, Head of household, or Qualifying surviving spouse . . . \$200,000	15			
16	Subtract line 15 from line 14. If zero or less, enter -0-	16			
17	Additional Medicare Tax on railroad retirement (RRTA) compensation. Multiply line 16 by 0.9% (0.009). Enter here and go to Part IV	17			

Part IV Total Additional Medicare Tax

18	Add lines 7, 13, and 17. Also include this amount on Schedule 2 (Form 1040), line 11 (Form 1040-SS filers, see instructions), and go to Part V	18		126.	
----	--	----	--	------	--

Part V Withholding Reconciliation

19	Medicare tax withheld from Form W-2, box 6. If you have more than one Form W-2, enter the total of the amounts from box 6	19	3,230.		
20	Enter the amount from line 1	20	214,032.		
21	Multiply line 20 by 1.45% (0.0145). This is your regular Medicare tax withholding on Medicare wages	21	3,103.		
22	Subtract line 21 from line 19. If zero or less, enter -0-. This is your Additional Medicare Tax withholding on Medicare wages	22		127.	
23	Additional Medicare Tax withholding on railroad retirement (RRTA) compensation from Form W-2, box 14 (see instructions)	23			
24	Total Additional Medicare Tax withholding. Add lines 22 and 23. Also include this amount with federal income tax withholding on Form 1040, 1040-SR, or 1040-NR, line 25c (Form 1040-SS filers, see instructions)	24		127.	

Net Investment Income Tax—
Individuals, Estates, and Trusts

Attach to your tax return.

Go to www.irs.gov/Form8960 for instructions and the latest information.

OMB No. 1545-2227

2024
Attachment
Sequence No. 72

Name(s) shown on your tax return

Johnathan T Davis

Your social security number or EIN

253-89-0709

Part I Investment Income

- ☐ Section 6013(g) election (see instructions)
☐ Section 6013(h) election (see instructions)
☐ Regulations section 1.1411-10(g) election (see instructions)

1	Taxable interest (see instructions)		1	
2	Ordinary dividends (see instructions)		2	
3	Annuities (see instructions)		3	
4a	Rental real estate, royalties, partnerships, S corporations, trusts, trades or businesses, etc. (see instructions)	4a		
b	Adjustment for net income or loss derived in the ordinary course of a non-section 1411 trade or business (see instructions)	4b		
c	Combine lines 4a and 4b		4c	
5a	Net gain or loss from disposition of property (see instructions)	5a		
b	Net gain or loss from disposition of property that is not subject to net investment income tax (see instructions)	5b		
c	Adjustment from disposition of partnership interest or S corporation stock (see instructions)	5c		
d	Combine lines 5a through 5c		5d	
6	Adjustments to investment income for certain CFCs and PFICs (see instructions)		6	
7	Other modifications to investment income (see instructions)		7	
8	Total investment income. Combine lines 1, 2, 3, 4c, 5d, 6, and 7		8	

Part II Investment Expenses Allocable to Investment Income and Modifications

9a	Investment interest expenses (see instructions)	9a		
b	State, local, and foreign income tax (see instructions)	9b		
c	Miscellaneous investment expenses (see instructions)	9c		
d	Add lines 9a, 9b, and 9c		9d	
10	Additional modifications (see instructions)		10	
11	Total deductions and modifications. Add lines 9d and 10		11	

Part III Tax Computation

12	Net investment income. Subtract Part II, line 11, from Part I, line 8. Individuals, complete lines 13–17. Estates and trusts, complete lines 18a–21. If zero or less, enter -0-	12		0.
Individuals:				
13	Modified adjusted gross income (see instructions)	13	207,773.	
14	Threshold based on filing status (see instructions)	14	200,000.	
15	Subtract line 14 from line 13. If zero or less, enter -0-	15	7,773.	
16	Enter the smaller of line 12 or line 15	16		0.
17	Net investment income tax for individuals. Multiply line 16 by 3.8% (0.038). Enter here and include on your tax return (see instructions)	17		0.
Estates and Trusts:				
18a	Net investment income (line 12 above)	18a		
b	Deductions for distributions of net investment income and charitable deductions (see instructions)	18b		
c	Undistributed net investment income. Subtract line 18b from line 18a (see instructions). If zero or less, enter -0-	18c		
19a	Adjusted gross income (see instructions)	19a		
b	Highest tax bracket for estates and trusts for the year (see instructions)	19b		
c	Subtract line 19b from line 19a. If zero or less, enter -0-	19c		
20	Enter the smaller of line 18c or line 19c	20		
21	Net investment income tax for estates and trusts. Multiply line 20 by 3.8% (0.038). Enter here and include on your tax return (see instructions)	21		



Resident Income Tax Return

New York State • New York City • Yonkers • MCTMT

IT-201

For the full year January 1, 2024, through December 31, 2024, or fiscal year beginning ... **24**

For help completing your return, see the instructions, Form IT-201-I.

and ending ...

Your first name	MI	Your last name (for a joint return, enter spouse's name on line below)	Your date of birth (mmddyyyy)	Your Social Security number
JOHNATHAN	T	DAVIS	09171993	253890709
Spouse's first name	MI	Spouse's last name	Spouse's date of birth (mmddyyyy)	Spouse's Social Security number
Mailing address (see instructions) (number and street or PO Box)			Apartment number	New York State county of residence
475 CLERMONT AVE			338	KINGS
City, village, or post office		State	ZIP code	Country
BROOKLYN		NY	112385963	UNITED STATES
Taxpayer's permanent home address (see instructions) (number and street or rural route)			Apartment number	School district code number
				071
City, village, or post office		State	ZIP code	Taxpayer's date of death (mmddyyyy)
		NY		
		Decedent information	Spouse's date of death (mmddyyyy)	

A Filing status

(mark an X in one box):

- ① ☒ Single
- ② ☐ Married filing joint return (enter spouse's Social Security number above)
- ③ ☐ Married filing separate return (enter spouse's Social Security number above)
- ④ ☐ Head of household (with qualifying person)
- ⑤ ☐ Qualifying surviving spouse

B Did you itemize your deductions on your 2024 federal income tax return? Yes ☐ No ☒

C Can you be claimed as a dependent on another taxpayer's federal return? Yes ☐ No ☒



D1 Did you have a financial account located in a foreign country? Yes ☐ No ☒

D2 (1) Did you or your spouse **maintain living quarters in Yonkers** for any part of 2024? ... Yes ☐ No ☒
If Yes:

(2) Number of months **you** lived in Yonkers in 2024

(3) Number of months **your spouse** lived in Yonkers in 2024

If No:

(4) Did you or your spouse work in Yonkers while not living in Yonkers for any part of 2024 Yes ☐ No ☒

E (1) Did you or your spouse **maintain living quarters in NYC** (this includes the Bronx, Brooklyn, Manhattan, Queens, and Staten Island) during 2024? Yes ☐ No ☐

(2) Enter the number of days spent in NYC in 2024 (any part of a day spent in NYC is considered a day)

F NYC residents and NYC part-year residents only:
(1) Number of months **you** lived in NYC in 2024 **12**

(2) Number of months **your spouse** lived in NYC in 2024

G Enter your **2-character special condition code(s)** if applicable

H Dependent information

First name	MI	Last name	Relationship	Social Security number	Date of birth (mmddyyyy)

If more than 7 dependents, mark an X in the box. ☐



201001244555

For office use only

NO HANDWRITTEN ENTRIES, OTHER THAN SIGNATURE, ON THIS FORM

Your Social Security number
253890709

Federal income and adjustments

Whole dollars only

1	Wages, salaries, tips, etc.	1	207773.00
2	Taxable interest income	2	.00
3	Ordinary dividends	3	.00
4	Taxable refunds, credits, or offsets of state and local income taxes (also enter on line 25)	4	.00
5	Alimony received	5	.00
6	Business income or loss (submit a copy of federal Schedule C, Form 1040)	6	.00
7	Capital gain or loss (if required, submit a copy of federal Schedule D, Form 1040)	7	.00
8	Other gains or losses (submit a copy of federal Form 4797)	8	.00
9	Taxable amount of IRA distributions. If received as a beneficiary, mark an X in the box ..	9	.00
10	Taxable amount of pensions and annuities. If received as a beneficiary, mark an X in the box	10	.00
11	Rental real estate, royalties, partnerships, S corporations, trusts, etc. (submit copy of federal Schedule E, Form 1040)	11	.00
12	Rental real estate included in line 11	12	.00
13	Farm income or loss (submit a copy of federal Schedule F, Form 1040)	13	.00
14	Unemployment compensation	14	.00
15	Taxable amount of Social Security benefits (also enter on line 27)	15	.00
16	Other income Identify:	16	.00
17	Add lines 1 through 11 and 13 through 16	17	207773.00
18	Total federal adjustments to income Identify:	18	.00
19	Federal adjusted gross income (subtract line 18 from line 17)	19	207773.00

New York additions

20	Interest income on state and local bonds and obligations (but not those of NYS or its local governments)	20	.00
21	Public employee 414(h) retirement contributions from your wage and tax statements	21	.00
22	New York's 529 college savings program distributions	22	.00
23	Other (Form IT-225, line 9)	23	.00
24	Add lines 19 through 23	24	207773.00

New York subtractions

25	Taxable refunds, credits, or offsets of state and local income taxes (from line 4)	25	.00
26	Pensions of NYS and local governments and the federal government	26	.00
27	Taxable amount of Social Security benefits (from line 15) ...	27	.00
28	Interest income on U.S. government bonds	28	.00
29	Pension and annuity income exclusion	29	.00
30	New York's 529 college savings program deduction/earnings	30	.00
31	Other (Form IT-225, line 18)	31	.00
32	Add lines 25 through 31	32	.00
33	New York adjusted gross income (subtract line 32 from line 24)	33	207773.00



Standard deduction or itemized deduction

34	Enter your standard deduction or your itemized deduction (from Form IT-196) Mark an X in the appropriate box: ☒ Standard - or - ☐ Itemized	34	8000.00
35	Subtract line 34 from line 33 (if line 34 is more than line 33, leave blank)	35	199773.00
36	Dependent exemptions (enter the number of dependents listed in item H)	36	000.00
37	Taxable income (subtract line 36 from line 35)	37	199773.00



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Name(s) as shown on page 1
JOHNATHAN T DAVIS

Your Social Security number
253890709

Tax calculation, credits, and other taxes

38	Taxable income (from line 37 on page 2)	38	199773.00
39	NYS tax on line 38 amount	39	11986.00
40	NYS household credit	40	.00
41	Resident credit	41	.00
42	Other NYS nonrefundable credits (Form IT-201-ATT, line 7)	42	.00
43	Add lines 40, 41, and 42	43	.00
44	Subtract line 43 from line 39 (if line 43 is more than line 39, leave blank)	44	11986.00
45	Net other NYS taxes (Form IT-201-ATT, line 30)	45	.00
46	Total New York State taxes (add lines 44 and 45)	46	11986.00

New York City and Yonkers taxes, credits, and surcharges, and MCTMT

47	NYC taxable income	47	199773.00
47a	NYC resident tax on line 47 amount	47a	7618.00
48	NYC household credit	48	.00
49	Subtract line 48 from line 47a (if line 48 is more than line 47a, leave blank)	49	7618.00
50	Part-year NYC resident tax (Form IT-360.1)	50	.00
51	Other NYC taxes (Form IT-201-ATT, line 34)	51	.00
52	Add lines 49, 50, and 51	52	7618.00
53	NYC nonrefundable credits (Form IT-201-ATT, line 10)	53	.00
54	Subtract line 53 from line 52 (if line 53 is more than line 52, leave blank)	54	7618.00
54a	MCTMT net earnings base for Zone 1	54a	.00
54b	MCTMT net earnings base for Zone 2	54b	.00
54c	MCTMT for Zone 1	54c	.00
54d	MCTMT for Zone 2	54d	.00
54e	Total MCTMT (add lines 54c and 54d)	54e	.00
55	Yonkers resident income tax surcharge	55	.00
56	Yonkers nonresident earnings tax (Form Y-203)	56	.00
57	Part-year Yonkers resident income tax surcharge (Form IT-360.1)	57	.00
58	Total New York City and Yonkers taxes / surcharges and MCTMT (add lines 54 and 54e through 57)	58	7618.00
59	Sales or use tax (do not leave blank)	59	0.00
60	Voluntary contributions (Form IT-227, Part 2, line 1)	60	.00
61	Total New York State, New York City, Yonkers, and sales or use taxes, MCTMT, and voluntary contributions (add lines 46, 58, 59, and 60)	61	19604.00

See instructions to calculate New York City and Yonkers taxes, credits, and surcharges.



See instructions to calculate the MCTMT for each zone.

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Your Social Security number

253890709

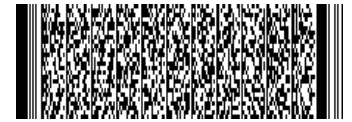
62 Enter amount from line 61

62

19604 .00

Payments and refundable credits

63	Empire State child credit	63	.00
64	NYS/NYC child and dependent care credit	64	.00
65	NYS earned income credit (EIC)	65	.00
66	NYS noncustodial parent EIC	66	.00
67	Real property tax credit	67	.00
68	College tuition credit	68	.00
69	NYC school tax credit (fixed amount) (also complete F on page 1)	69	63 .00
69a	NYC school tax credit (rate reduction amount)	69a	449 .00
70	NYC earned income credit	70	.00
70a	This line intentionally left blank	70a	
71	Other refundable credits (Form IT-201-ATT, line 18)	71	.00
72	Total New York State tax withheld	72	14719 .00
73	Total New York City tax withheld	73	8304 .00
74	Total Yonkers tax withheld	74	.00
75	Total estimated tax payments and amount paid with Form IT-370	75	.00
76	Total payments (add lines 63 through 75)	76	23535 .00



If applicable, complete **Form(s) IT-2 and/or IT-1099-R** and submit them with your return.

Do not send federal Form W-2 with your return.

Your refund, amount you owe, and account information

77	Amount overpaid (if line 76 is more than line 62, subtract line 62 from line 76)	77	3931 .00
78	Amount of line 77 available for refund (subtract line 79 from line 77)	78	3931 .00
TIP: Use this amount to check your refund status online.			
78a	Amount of line 78 that you want to deposit into a NYS 529 account (Form IT-195, line 4) (also submit Form IT-195)	78a	.00
78b	Total refund after NYS 529 account deposit (subtract line 78a from line 78)	78b	3931 .00

Mark one refund choice: ☒ **direct deposit** to checking or savings account (fill in line 83) - or - ☐ **paper check**

Refund? Direct deposit is the easiest, fastest way to get your refund.

See instructions for payment options.

79	Amount of line 77 that you want applied to your 2025 estimated tax (see instructions)	79	.00
80	Amount you owe (if line 76 is less than line 62, subtract line 76 from line 62). To pay by electronic funds withdrawal, mark an X in the box ☐ and fill in lines 83 and 84. If you pay by check or money order you must complete Form IT-201-V and mail it with your return.	80	.00
81	Estimated tax penalty (include this amount in line 80 or reduce the overpayment on line 77)	81	.00
82	Other penalties and interest	82	.00

See instructions for the proper assembly of your return.

83 Account information for direct deposit or electronic funds withdrawal.

If the funds for your payment (or refund) would come from (or go to) an account outside the U.S., mark an **X** in this box..... ☐

83a Account type: ☒ Personal checking - or - ☐ Personal savings - or - ☐ Business checking - or - ☐ Business savings

83b Routing number 314074269

83c Account number 0204688574

84 Electronic funds withdrawal Date Amount .00

Third-party designee? (see instr.) Yes ☐ No ☐	Print designee's name	Designee's phone number ()	Personal identification number (PIN)
	Email:		

▼ Paid preparer must complete ▼ (see instructions)		Preparer's NYTPRIN	NYTPRIN excl. code
Preparer's signature SELF - PREPARED		Preparer's printed name	
Firm's name (or yours, if self-employed)		Preparer's PTIN or SSN	
Address		Employer identification number	
		Date	
Email:			

▼ Taxpayer(s) must sign here ▼	
Your signature	
Your occupation INVESTMENT BANKER	
Spouse's signature and occupation (if joint return)	
Date	Daytime phone number (404) 271 4291
Email: JOHNATHANTAYLORDAVIS@GMAIL.COM	

201004244555

See instructions for where to mail your return.



NO HANDWRITTEN ENTRIES, OTHER THAN SIGNATURE, ON THIS FORM



Department of Taxation and Finance

Summary of W-2 Statements

New York State • New York City • Yonkers

IT-2

Do not detach or separate the W-2 Records below. File Form IT-2 as an entire page with your return. See instructions on page 2.

W-2 Record 1**Box a** Employee's Social Security number for this W-2 Record

253890709

Box b Employer identification number (EIN)

135108880

Box c Employer's information

Employer's name

GOLDMAN SACHS & CO LLC

Employer's address (number and street)

30 HUDSON STREET 4TH FLOOR

City

JERSEY CITY

State

NJ

ZIP code

07302

Country

Box 1 Wages, tips, other compensation

207773.00

Box 8 Allocated tips

.00

Box 10 Dependent care benefits

.00

Box 11 Nonqualified plans

.00

Box 12a Amount

144.00

Code

C

Box 12b Amount

6260.00

Code

D

Box 12c Amount

1000.00

Code

W

Box 12d Amount

808.00

Code

A A

Box 14a Amount

.00

Description

Box 14b Amount

.00

Description

Box 14c Amount

.00

Description

Box 14d Amount

.00

Description

Box 13 Statutory employee ☐Retirement plan ☐Third-party sick pay ☒Corrected (W-2c) ☐

NY State information:

Box 15a NY State

N Y

Box 16a NYS wages, tips, etc.

207773.00

Box 17a NYS income tax withheld

14719.00

Other state information:

Box 15b other state

| |

Box 16b Other state wages, tips, etc.

.00

Box 17b Other state income tax withheld

.00

NYC and Yonkers information (see instr.):

Box 18 Local wages, tips, etc.

Locality a

207773.00

Locality b

.00

Box 19 Local income tax withheld

Locality a

8304.00

Locality b

.00

Box 20 Locality name

Locality a

NYC

Locality b

Do not detach.

W-2 Record 2**Box a** Employee's Social Security number for this W-2 Record

253890709

Box b Employer identification number (EIN)

135108880

Box c Employer's information

Employer's name

GOLDMAN SACHS & CO LLC

Employer's address (number and street)

30 HUDSON STREET 4TH FLOOR

City

JERSEY CITY

State

NJ

ZIP code

07302

Country

Box 1 Wages, tips, other compensation

.00

Box 8 Allocated tips

.00

Box 10 Dependent care benefits

.00

Box 11 Nonqualified plans

.00

Box 12a Amount

6000.00

Code

D D

Box 12b Amount

.00

Code

| |

Box 12c Amount

.00

Code

| |

Box 12d Amount

.00

Code

| |

Box 14a Amount

.00

Description

Box 14b Amount

.00

Description

Box 14c Amount

.00

Description

Box 14d Amount

.00

Description

Box 13 Statutory employee ☐Retirement plan ☐Third-party sick pay ☐Corrected (W-2c) ☐

NY State information:

Box 15a NY State

N Y

Box 16a NYS wages, tips, etc.

.00

Box 17a NYS income tax withheld

.00

Other state information:

Box 15b other state

| |

Box 16b Other state wages, tips, etc.

.00

Box 17b Other state income tax withheld

.00

NYC and Yonkers information (see instr.):

Box 18 Local wages, tips, etc.

Locality a

.00

Locality b

.00

Box 19 Local income tax withheld

Locality a

.00

Locality b

.00

Box 20 Locality name

Locality a

Locality b

102001244555



NO HANDWRITTEN ENTRIES ON THIS FORM