

January 29, 2026

Dear Kelsey Maureen Elliot, Swanie Co, and Kelsey Ruthann Schenk:

We would like to thank you for your interest in leasing an apartment at **360 Wythe**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **501**
Rent: **\$8,695.00**
Term: **1 year and 3 months**
Lease Dates: **February 23, 2026 to May 22, 2027**
Concession: Monthly Rental Concession of **\$8,695.00** for the **2** month period from **December 1, 2026 to January 31, 2027.**
Source: streeteasy

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

- | | |
|--|--|
| 1) NYC Fee Disclosure | 2) CFG Cover Page |
| 3) Cover Letter | 4) Additional Clauses |
| 5) W-8 / W-9 | 6) Occupancy Rider |
| 7) Non-Rent Stabilized Apartment Rider | 8) RLI - Assurant Cover360 |
| 9) Indoor Allergen Hazard Notice | 10) New York State Disclosure Form for Landlord and Tenant |
| 11) Fire Safety Plan | 12) Sprinkler Disclosure Lease Rider |
| 13) Bedbug Infestation History Disclosure | 14) Smoke-Carbon Monoxide Rider |
| 15) Gas Leak Notice | 16) Stop Bed Bugs Safely Booklet |
| 17) Mold Rider | 18) NYC Smoking Policy Rider |
| 19) OFAC Addendum | 20) Electric Submetering Lease Rider |
| 21) Stove Knob Covers | 22) Fire Safety Acknowledgment Form |
| 23) Assumption of Risk Rider | 24) Class Action Waiver |
| 25) Community Policies / Master Lease Addendum | 26) Concession Rider |
| 27) Construction Rider | 28) DHCR Reasonable Accommodation |
| 29) E-Bicycles Lease Rider | 30) Flood Risk Notice RPL 231-B |
| 31) Indoor Allergen Tenant Pamphlet | 32) NYC FDNY Emergency Preparedness |
| 33) NYC Fire Department Notice | 34) NYC Window Guard Rider |
| 35) New York State Good Cause Eviction Notice | 36) No Short Term/Transient Rental |
| 37) No Smoking Rider | 38) Pet Policy Acknowledgment |
| 39) Recycling and Composting Notice NYC | 40) Servicemembers Civil Relief Rider |

- 41) Payment in the form of certified check, bank check or money order for the following: **\$8,695.00** representing the first month's rent and **\$8,695.00** representing the security deposit payable to **FREE WYTHE, LLC**.

Sincerely,

360 Wythe

STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
©Copyright 2019. All Rights Reserved. Reproduction in whole or in part prohibited.

REBNY Apt non-stab 2019 Rev 10.23

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

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease is signed and not written into it will not be enforceable.

THIS LEASE is made as of **January 29, 2026**

between owner (hereinafter referred to as "Owner" or "Lessor"), **FREE WYTHE, LLC**

whose address is **360 Wythe Ave, Brooklyn, NY 11249-5395**

and Tenant (hereinafter referred to as "Tenant" or "Lessee"), **Kelsey Maureen Elliot, Swanie Co, and Kelsey Ruthann Schenk**

whose address is **358 Wythe Ave #501, Brooklyn, NY 11249.**

Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 34

Please note the following paragraphs that require deletions if inapplicable: 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60

Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment **501** (the "Apartment") in the building at **358 Wythe Ave, Brooklyn, NY 11249** (the "Building").

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f):

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **February 23, 2026**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **May 22, 2027** (the "Term"). Tenant acknowledges that, notwithstanding anything to the contrary contained in this Lease, the Term of this Lease may be reduced or extended as provided for herein.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$8,695.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

B. When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below), the following:

(i) one (1) months' Rent (i.e., **\$8,695.00**);

(ii) the Security Deposit (in the amount stated in Article 4); and

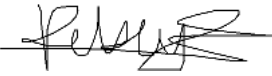
(iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.

C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar



Initials: KE SE 

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

Witnesses		BY: GREYSTAR MANAGEMENT LLC	
(Witness)	Date	 Signed by Alicia Pritikin Tue Feb 3 2026 03:30:06 PM EST Key: 1BF0CCCA; IP Address: 23.38.164.75 (Greystar Management LLC)	Date
(Witness)	Date	 1/31/2026 11:00 AM EST Kelsey Maureen Elliot (Tenant)	Date
(Witness)	Date	 1/31/2026 10:55 PM EST Swanie Co (Tenant)	Date
		 Signed by Kelsey Ruthann Schenk Sun Feb 1 2026 08:25:22 PM EST Key: BB374F37; IP Address: 23.38.164.82 Kelsey Ruthann Schenk (Tenant)	Date