

March 31, 2026

Dear Kathryn Coniendo Borres and Klydelle Chiyuto Clavaton:

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

Apartment: **901**
Rent: **\$4,190.00**
Term: **1 year, 1 month, 0 days**
Lease Dates: **May 1, 2026 to May 31, 2027**
Source: _____

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) 421-a No Short Term Sublease

2) Amenities Agreement (Market)

3) Bedbug Infestation History Disclosure

4) Bedbug Pamphlet

5) Bicycle Storage License Agreement

6) Construction Rider

7) Cover Letter

8) DHR Reasonable Accommodations Notice

9) Fire Safety Plan

10) Flood Risk Notice Lease Rider

11) Gas Leak Notice

12) HVAC Rider

13) Indoor Allergens Pamphlet

14) New York State Good Cause Eviction Notice

15) No Smoking Rider

16) Notice of 421-a (16) Apartment Market Rate Threshold Exemption

17) Occupancy Rider

18) Policy on Smoking Residential Building

19) Prohibition of E-Devices Rider

20) Recycling Notice NYC

21) Rent Concession Rider Due to Construction (Market Apartments)

22) Rider to Market Lease - Additional Lease Clauses

23) Sprinkler Disclosure Lease Rider

24) Submetering Rider

25) Temporary Concession Rider to Amenity Agreement

26) W-8 / W-9

27) Washer Dryer Lease Rider

28) Window Guards
- 29) Payment in the form of certified check, bank check, money order, and bank wire for the following: **\$4,190.00** representing the first month's rent payable to **QB Properties LLC** and **\$4,190.00** representing the security deposit payable to **QB Properties LLC** .

Sincerely,

Sola Woodside

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

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

between Owner(hereinafter referred to as "Owner" or "Lessor"), **QB Properties LLC**

whose address is **8 West 40th Street, 6th Floor and New York, NY 10018**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Kathlyn Coniendo Borres and Klydelle Chiyuto Clavaton**

whose address is 72-01 Queens Boulevard #901, Woodside, NY 11377.

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 **901** (the "Apartment") in the building at **72-01 Queens Boulevard, Woodside, NY 11377** (the "Building"), Borough of Queens, City and State of New York.

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

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

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

2. **LEASE COMMENCEMENT DATE; LENGTH OF LEASE** The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is May 1, 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 31, 2027 (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** ~~one (1) year~~ ~~two (2) year~~ **[thirteen (13) month(s)]** anniversary of the Lease Commencement Date occurs.

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is \$4,190.00 per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

- (i) one (1) months' Rent (i.e., ~~\$4,190.00~~);
- (ii) the Security Deposit (in the amount stated in Article 4); and
- (iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.

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

D. Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.

E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from

the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by _____ **[CROSS OUT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.

- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a **Fifty Dollar (\$50.00)** fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
- G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$4,190.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **Metropolitan Commercial Bank** bank at **1431 Broadway, New York, NY 10018**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Tenant's security either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for the Security Deposit and the new owner will become responsible to Tenant for the Security Deposit.

5. **IF TENANT IS UNABLE TO MOVE IN** Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when possession is available, and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within **thirty (30) days** after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package) at the execution of this Lease shall be promptly returned to Tenant.

6. **CAPTIONS** In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

7. **WARRANTY OF HABITABILITY**

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

8. CARE OF TENANT'S APARTMENT; END OF LEASE; MOVING OUT

- A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. **CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner
- D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.
- E. Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
 - i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
 - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
 - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.

D. ~~APPROVED ALTERATIONS. [DELETE IF INAPPLICABLE]~~ Anything contained herein to the contrary notwithstanding, provided that both Owner and Tenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Tenant, at Tenant's sole cost and expense, but for the sake of clarity and emphasis all other terms and conditions of this Lease (including, without limitation, the terms and conditions contained in this Article 9 hereof) shall still apply: _____.

Owner Initial: _____ Tenant Initial: _____

10. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.
- B. OWNER'S RULES AFFECTING TENANT. Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of ano ther tenant's lease except to the extent required by law.
- C. TENANT'S RESPONSIBILITY. Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apa rtment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

11. OBJECTIONABLE CONDUCT Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Apartment or the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days' written notice to Tenant that this Lease will end.

12. SERVICES AND FACILITIES

- A. REQUIRED SERVICES. Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B. The following utilities are included in the rent: Water.
[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]
- C. ELECTRICITY AND OTHER UTILITIES. Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
 - (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
 - (ii) Notwithstanding anything to the contrary contained in this Lease, the Owner provides the following services Electricity is submetered for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor [DELETE IF INAPPLICABLE].
- D. Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. APPLIANCES. Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Notwithstanding anything to the contrary contained in this Lease, provided the appliance in need of repair has been delivered in working order on the Lease Commencement Date, Tenant shall be responsible for the initial \$200.00 in cost of such appliance's repair or replacement [DELETE IF INAPPLICABLE OR INSERT AMOUNT]. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.
- F. FACILITIES AND AMENITIES. If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator,

~~movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin-operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.~~

13. INABILITY TO PROVIDE SERVICES Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

14. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner and Owner's representatives, agents and employees may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.
- B. To show the Apartment to potential buyers or lenders.
- C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
- D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. **ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.
- B. **ABANDONMENT.** If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

- A. Tenant defaults under the Lease if Tenant acts in any of the following ways:
 - (i) Tenant fails to carry out any agreement or provision of this Lease;
 - (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
 - (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).
- B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.
- C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not

receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate this Lease.

17. REMEDIES OF OWNER AND TENANT'S LIABILITY If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B. Once Tenant is out, Owner may re- rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
 - (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
 - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
 - (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).
- D. Tenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.
- E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re -rent the Apartment.

18. ADDITIONAL OWNER REMEDIES; LEGAL FEES If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

19. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)

- A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:
 - (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
 - (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
 - (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
 - (iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
 - (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
 - (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
 - (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

- B. Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law, Section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Owner will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

21. FIRE OR CASUALTY

- A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

22. PUBLIC TAKING The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi- public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. Tenant shall have no claim against Owner for any damage resulting; Tenant also agrees that by signing this Lease, Tenant assigns to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

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

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

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

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier ~~for via email~~ [DELETE IF INAPPLICABLE], addressed to each of the following parties:

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

If to Owner:
8 West 40th Street, Floor 6, New York, NY 10018

Email address: _____ [DELETE IF INAPPLICABLE]

With a copy to:
management@solawoodside.com

If to Tenant: at Apartment, subsequent to Commencement Date

Email address: _____ [DELETE IF INAPPLICABLE]

Prior to Commencement Date:

3985 65TH PL APT 1R
WOODSIDE, NY 11377

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

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

27. NO WAIVER OF LEASE PROVISIONS

- A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.
- B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.
- D. Any agreement to end this Lease and also to end the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by Owner or Owner's representative, this Lease is not ended.

28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS" By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit C annexed hereto (if any) and made apart hereof.

29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.
- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:
 - i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
 - ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

The aforesaid provisions of this Article 29 shall survive the expiration or earlier termination of this Lease.

30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.



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

32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:
- (i) General Liability Insurance for an amount not less than fifty thousand dollars (\$50,000.00) ~~with an umbrella policy of no less than _____ Dollars (\$ _____)~~ **[DELETE IF INAPPLICABLE OR INSERT AMOUNTS];** and; and
- (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.
- D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. FURNITURE [DELETE IF INAPPLICABLE] ~~The Apartment is being leased as fully furnished. All furniture and furnishings contained in the Apartment (the "Apartment Furniture") are listed in Exhibit D annexed hereto (if any) and made apart hereof. Tenant shall accept the Apartment Furniture "as is" on the commencement date of this Lease. Owner represents that all Apartment Furniture is in good repair and in working order on the commencement date of this Lease except as may be noted in Exhibit D.~~

~~Tenant shall take good care of the Apartment Furniture during the pendency of this Lease and shall be liable for any damages caused by Tenant or Tenant Parties to the Apartment Furniture. Tenant shall not be responsible for any damages to the Apartment Furniture not caused by Tenant or Tenant Parties or caused by ordinary wear and tear. Tenant shall surrender the Apartment Furniture when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the Apartment Furniture when this Lease terminates, Tenant shall pay Owner upon demand the cost of any required repairs.~~

~~Tenant may not remove the Apartment Furniture from the Apartment or change the location of the Apartment Furniture during the pendency of this Lease without Owner's prior written consent.~~

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

- A. ~~Owner and Tenant represent that in the negotiation of this Lease they dealt with no broker(s) other than _____ (the "Tenant's Broker") and _____ (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by [Tenant][Owner] [CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVE] in accordance with a separate agreement subject to a fully executed and delivered lease.~~
- B. Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.
- C. Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.

35. TENANT'S OPTION TO RENEW [DELETE IF INAPPLICABLE; IF APPLICABLE, PLEASE INSERT NECESSARY INFORMATION]

- A. ~~Tenant shall have the right to extend the term of this Lease for _____ year(s) commencing~~

~~_____ , and ending on _____, (the "Extension Term") provided: (i) Tenant gives Owner notice (the "Extension Notice"), in the manner required under this Lease, of Tenant's election to extend the term of this Lease; (ii) the Election Notice must be given to Owner at least ninety (90) days prior to the ending date of this Lease as stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Tenant shall have been timely in Tenant's payment of Rent and Additional Rent and may not have been in default prior to delivering the Extension Notice or then be in default of any provisions of this Lease when the Extension Notice is given or on the commencement date of the Extension Term; and (iv) Tenant is occupying the Apartment and have not assigned this Lease nor sublet the Apartment. If Owner fails to receive the Extension Notice by the date specified herein, TIME BEING OF THE ESSENCE, this Article 35 shall be of no further force and effect.~~

- ~~B. The monthly Rent payable by Tenant during the Extension Term shall be \$_____.~~
- ~~C. All provisions of this Lease, except as specifically modified by this Article 35, shall be, and remain in, full force and effect during the Extension Term.~~

36. TERRACES, BALCONIES AND BACKYARDS [DELETE IF INAPPLICABLE] All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner.

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

~~**37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]** Simultaneously with the execution of this Lease, Tenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. Tenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.~~

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS DELETED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]

- ~~A. Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.~~
- ~~B. Tenant may keep pets in the Apartment provided: (i) Tenant obtains the prior written consent of Owner; and (ii) Tenant complies with any rules with respect to the keeping of pets in the Apartment. Owner hereby consents to the following pet(s): _____~~

39. KEYS/SECURITY

- ~~A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).~~
- ~~B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of \$50.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.~~

40. WINDOW GUARDS Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

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

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

43. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

~~**44. STOVE-KNOB COVERS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas powered stoves annexed as a rider attached to this Lease.~~

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

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

ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI -GOVERNMENTAL AGENCY OR BODY.

- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof
- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).
- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.
- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.
- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.
- 51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.
- Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.
- 52. OWNER'S CONTROL** The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.
- 53. COUNTERPARTS** This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- 54. BINDING EFFECT** It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.
- 55. SMOKING** THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.
- TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.
- 56. GARBAGE, REFUSE AND RECYCLING** Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.
- 57. TOILETS/PLUMBING FIXTURES** The toilets and plumbing fixtures shall only be used for the purposes for which they



were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

58. EMERGENCIES Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

59. BICYCLES [DELETE IF INAPPLICABLE] All bicycles are expressly forbidden in the Apartment.

60. ALARM SYSTEM [DELETE IF INAPPLICABLE] ~~Tenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Tenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Tenant to the Alarm System prior to Lease commencement. Tenant acknowledges that Tenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Tenant acknowledges and agrees that the foregoing is a material inducement for Owner to enter into this Lease, and but for said covenant, Owner would not have executed this Lease. Notwithstanding the presence of the Alarm System in the Apartment, Tenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.~~

61. THIRD PARTY BENEFICIARY This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 61 shall survive the termination hereof.

62. MOVING IN, VACATING APARTMENT AND TERMINATION

- A.** Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B.** In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- C.** Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

63. OWNER UNABLE TO PERFORM Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

64. ILLEGALITY. If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

SIGNATURES CONTINUED ON NEXT PAGE

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

By: **QB Properties LLC**

Jozef Pjetrush (QB Properties LLC) Date

 **Signed by Kathlyn Coniendo Borres**
Sat Apr 4 2026 05:22:16 PM EDT
Key: CD134864; IP Address: 23.47.58.133

Kathlyn Coniendo Borres (Resident) Date

 **Signed by Klydelle Chiyuto Clavaton**
Thu Apr 2 2026 03:11:30 PM EDT
Key: 60199115; IP Address: 23.38.164.81

Klydelle Chiyuto Clavaton (Resident) Date

STATE OF _____

COUNTY OF _____ ss.:

On the ____ day of _____, in the year _____ before me, the undersigned, a Notary Public in and said State of New York, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notary Public) Date

EXHIBIT A
MEMORANDUM CONFIRMING TERM

[DELETE IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of **March 31, 2026** between **QB Properties LLC**, ("Owner") and **Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton** ("Tenant"), pursuant to that certain Lease Agreement between Owner and Tenant dated as of **May 1, 2026** (the "Lease") for the Apartment located at **72-01 Queens Boulevard, Woodside, NY 11377** (the "Apartment"), and more particularly described in the Lease. All initial-capitalized terms used in this Memorandum have the meanings ascribed to them in the Lease.

- 1) Owner and Tenant hereby confirm that:
- (a) The Lease Commencement Date of the Lease Term is **May 1, 2026**;
 - (b) The expiration date of the Lease Term is **May 31, 2027**; and
 - (c) The date Rent commences under the Lease is _____.
- 2) Tenant hereby confirms that:
- (a) All commitments, arrangements or understandings made to induce Tenant to enter into the Lease have been satisfied;
 - (b) The condition of the Apartment complies with Owner's obligations under the Lease; and
 - (c) Tenant has accepted and is in full and complete possession of the Apartment.
- 3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

By: **QB Properties LLC**

Jozef Pjetrush (QB Properties LLC)

Date



Signed by Kathlyn Coniando Borres

Sat Apr 4 2026 05:23:00 PM EDT

Key: CD134864; IP Address: 23.47.58.133

Kathlyn Coniando Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:11:44 PM EDT

Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Resident)

Date



EXHIBIT B
STANDARD FORM OF APARTMENT
LEASE



The Real Estate Board of New York, Inc.

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ATTACHED OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE
10

1. **Public Access Ways**
- a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls of the Building. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
 - b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or common areas of the Building.
2. **Bathroom and Plumbing Fixtures** The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.
3. **Refuse** Carpets, rugs or other articles shall not be hung or shaken out of any window of the Apartment or Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts of the Building. Tenants shall not place any articles outside of the Apartments or outside of the Building except in safe containers and only at places designated by Owner.
4. **Elevators** All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose.
5. **Laundry** Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.
6. **Keys and Locks** Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.
7. **Noise** Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a CD player, radio or television set so as to disturb or annoy any other occupant of the Building.
8. **No Projections** An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner, in Owner's sole discretion. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.
9. **No Pets** Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, pets shall not be permitted on any passenger elevator or in any public portion of the building. Also, pets are not permitted on any grass or garden plot under any condition. THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A MATERIAL BREACH BY TENANT UNDER THE LEASE AND OWNER MAY ELECT TO END THE LEASE BASED UPON THIS VIOLATION.
10. **Moving** Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.
11. **Floors** Apartment floors shall be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.
12. **Window Guards** IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)
13. **Odors** Tenants shall not permit objectionable odors to emanate from the Apartment or the Building.
14. **Smoke and Carbon Monoxide Detectors** Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them.



Initials:

K.B.
CD134864

K.C.
69199115



NO SHORT TERM AND/OR
TRANSIENT OCCUPANCY RIDER

RIDER TO LEASE dated March 31, 2026, by and between QB Properties LLC ("Owner") and Kathlyn Coniendo Borres and Klydelle Chiyuto Clavaton ("Tenant"), for Apartment 901 at the building known as and located at 72-01 Queens Blvd, Woodside, NY (the "Premises").

Owner and Tenant hereby agree as follows:

- 1. Class "A" Multiple Dwelling receiving RPTL 421-a(16) benefits. Tenant acknowledges and understands that the Premises is classified as a Class "A" multiple dwelling, as such term is defined in Section 4 of Article 1 of the New York State Multiple Dwelling Law, and that the Premises receive tax benefits pursuant to RPTL 421-a(16). Tenant further acknowledges that the Apartment is classified as a "Market Unit" pursuant to RPTL 421-a(16)(xl).
- 2. Purpose of Rider. The parties acknowledge and understand that the State and City of New York have enacted legislation specifically recognizing the dangers inherent in allowing a Class "A" multiple dwelling to be used for transient and/or short term dwelling, and prohibiting the use of Class "A" multiple dwellings for other than permanent residence purposes.
- 3. Definition of Permanent Residence Purposes. Title 28, chapters 51-01 and 51-05 of the Rules of the City of New York provide that a buildings receiving tax benefits pursuant to RPTL 421-a(16) may only be occupied for permanent residence purposes, which means occupancy by a tenant and/or other lawful occupant(s) for no less than twelve (12) consecutive months.
- 4. Prohibition Against Short Term And/Or Transient Rental. Tenant agrees and acknowledges that it is a violation of existing law and, by extension, the Lease, to rent, sublease or license in any way the subject premises for less than a period of twelve (12) months, and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the Premises for less than a period of twelve (12) months. Tenant further covenants and agrees not to advertise the subject premises as being available for rent, sublease or license for a period less than twelve (12) months whether said advertisement be on the internet, in printed publications or in any other form of mass media.
- 5. Effect of Breach and Landlord's Remedies. Any breach of the provisions of this Rider shall be a material breach of the Lease and constitute grounds for immediate termination of the Lease by Owner and commencing a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein may cause irreparable damage to Owner and, therefore, in addition to all other rights and remedies of Owner as provided in the Lease, such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any penalties imposed by a municipal agency, any withholding of rent by other tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiations with Tenant, or any other tenants of the Building with respect to the foregoing.
- 6. Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises for any period without obtaining Landlord's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law.

By: **QB Properties LLC**

Jozef Pjetrush (QB Properties LLC)

Date



Signed by Kathlyn Coniendo Borres
Sat Apr 4 2026 05:23:16 PM EDT
Key: CD134864; IP Address: 23.47.58.153

Kathlyn Coniendo Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:12:12 PM EDT
Key: 60199115; IP Address: 23.198.14.145

Klydelle Chiyuto Clavaton (Resident)

Date

72-01 QUEENS BLVD, WOODSIDE, NY

TO: Applicants of 72-01 Queens Blvd, Woodside, NY
FROM: QB Properties LLC
DATE: March 31, 2026

Dear Resident,

Thank you for your interest in 72-01 Queens Boulevard's Amenities Package. Please take the time to carefully read the agreement below.

Licenseeship charges are currently **\$75.00 per month** for the first resident and **\$75.00 per month** for each additional Registered Occupant. Future Licenseeship charges are subject to change. The charges are billed monthly, in advance, and prorated for the month you join. The Licenseeship is for the duration of your current apartment rental agreement. Please note that rates may be increased without prior notice, provided that you will be afforded the right to terminate your Licenseeship in the event of a rate increase during the term of your Licenseeship.

The hours of operation of 72-01 Queens Boulevard's amenities will be posted, and Ownership reserves the right to adjust the hours of operation at any time and for any reason whatsoever. No prior notice of the change is required, and no concessions will be made for any changes in the hours of operation.

Should you have any questions regarding the above, please do not hesitate to contact Eight West Management LLC at (212) 683-9292.

Thank you.

72-01 QUEENS BLVD, WOODSIDE, NY
AMENITIES PACKAGE AGREEMENT

This Agreement is entered into on:		March 31, 2026		
The Licensor is: ("The Licensor")		QB Properties LLC		
The Licensee(s) is/are: ("The Licensee(s)")		Kathlyn Coniendo Borres		
The Licensee's apartment number is:		901		
The Licensee's telephone number is:		Home	(347) 909 - 8696	Other
The Licensee's emergency contact is:		:		
The Licensee(s) is/are: ("The Licensee(s)")		Klydelle Chiyuto Clavaton		
The Licensee's apartment number is:		901		
The Licensee's telephone number is:		Home	(929) 616 - 9622	Other
The Licensee's emergency contact is:		:		
Total fee amount due per month:		\$150.00		
Fees are to be paid:		Monthly to commence at the same time as the residential lease under which the Licensee resides at 72-01 Queens Blvd, Woodside, NY . If license is executed after the date of such residential lease term the fee will be prorated accordingly.		

Warnings:

- It is the Licensee's responsibility to make sure the Licensee is in good enough health to use the facilities covered by this Agreement.
- The Licensors provides no supervision or personal trainers. Use of the facilities covered by this Agreement is at the Licensee's risk.
- The Licensors is not liable for injury caused by damage to the facilities covered by this Agreement where such damage was caused by any Licensee, whether the Licensee who signs this Agreement, or some other Licensee.
- The Licensors is not responsible for any personal property the Licensee may bring to the facilities.

The tenant(s) of record is/are **Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton**;

The term of the agreement:

The term ("Term") of this License shall commence on **May 1, 2026** ("Commencement Date") and expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires on **May 31, 2027**, whichever is earlier ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires.

1. This Agreement

This Agreement is a license granted by the Owner ("the Licensors") of **72-01 Queens Blvd, Woodside, NY** (the "Building") to the above named Licensee, who represents that he or she is a Tenant or Registered Occupant of the Building. This Agreement is not a lease. This is the complete Agreement of the parties relating to the amenities package. All prior representations by either party are irrelevant unless in writing in this Agreement. This Agreement may not be modified except by a writing signed by both parties to this Agreement. The captions in this Agreement are for convenience only and have no legal meaning. This Agreement will be construed in accordance with the laws of the State of New York.

2. The Facilities

- a. The facilities covered by this Agreement (the "Facilities") currently include:
- Applicable Courtyards / Rooftop
 - Kids Playground
 - Dog Park
 - Gym
 - Kids Playroom
 - Golf Room
 - Music Room
 - Art Room
 - Lounge
 - Coworking Room
 - Screening Room
- At any time and without notice, the Licensors may at will add to, subtract from, substitute, rearrange, or reconfigure the Facilities included in this Agreement with no diminished fees charged to the Licensee for the period covered by this Agreement.
- b. The Licensors may at reasonable times and for reasonable durations close or close off all or part of the Facilities for purposes of maintenance to, repair of, addition to, subtraction of, substitution of, rearrangement of, or reconfiguration of the Facilities with no diminished fees charged to the Licensee for the period covered by this Agreement. The operating times and rules for the Facilities are subject to modification in Licensors's sole discretion.
- c. The Licensors reserves the right to change the method of access to the Facilities, including, without limitation, access by FOB and/or a key access system.

3. Persons Eligible To Be Licensees

The only persons who may be "Licensees," as such term is used in this Agreement, are Tenants of the Building and others

named as Registered Occupants. Where a Tenant in the Building fails to continue to meet any of these criteria, this Agreement shall automatically terminate without notice to the Licensee. Grounds for such automatic termination shall include but not be limited to:

- a. The issuance of a warrant of eviction with regard to the apartment where the Licensee is the Tenant, family Licensee of Tenant or an occupant of the apartment ("Registered Occupants").
- b. Surrender, termination and/or vacatur by the Licensee of the apartment in the Building.
- c. Failure of Licensee to be a Tenant of the Building in good standing, Licensee's failure to timely pay rent for the apartment, if Licensee becomes a nuisance, etc. and/or violates any terms or provisions of their apartment lease.
 - i. For safety and security reasons, Licensor has zero tolerance for violation of any of the rules and regulations set forth herein. Licensor will immediately revoke this Agreement if Licensee or any Registered Occupant or guest violates any of the rules or regulations set forth herein. Moreover, Licensor may press criminal charges against any Licensee for the violation of any of the rules and regulations set forth herein performed by Licensee, Registered Occupants or guest of Licensee.
- d. Use of any cellular telephone cameras or video recording devices is strictly prohibited in the Facilities without the express written permission of Licensor.
- e. No outside audio or visual apparatus are permitted in the Facilities except those that can be used and are being used with personal headphones audible only to the user.
- f. All Licensees using any of the Facilities are responsible for returning the equipment and/or furnishings to its proper location and for cleaning up the exercise machines, equipment and furnishings they have been using. No personal belongings are to be left overnight, and, if any belongings are left overnight, Licensee acknowledges that Licensor has no responsibility or liability for the loss or damage of said belongings. No equipment and/or furnishings shall be removed from any of the Facilities.
- g. Only Licensees may use the Facilities. No guests are allowed to use the Facilities.
- h. Any Licensee suffering from any condition, disease, or ailment making it unsafe or medically imprudent to use the Facilities should not do so.
- i. Licensees are not permitted to bring into the Facilities any persons who are not themselves Licensees.
- j. Licensor reserves the right from time to time to close the Facilities for private events. No Licensee shall use the Facilities during such times except by invitation. No Licensee shall organize parties or events in the Facilities without the prior written permission of Licensor.
- k. No outside food or alcoholic beverage is permitted in the Facilities without prior written permission of Licensor.
- l. It is required that Licensee obtain insurance (renter's insurance) for their respective apartment. When Licensee obtains renter's insurance, Licensee must name thereon the Licensor herein and its "principals and agents" as "additional assureds".

4. Fees

- a. The fee for this License is independent of any rent the Licensee may be paying or that is being paid on the Licensee's behalf for an apartment in the Building. In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of **\$150.00** per month, in advance, on the first day of each month. Licensor may increase the License Fee on thirty (30) days prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License Fee is not received on or before the fifth (5th) day of the month, a late charge shall be charged in accordance with the late payment provisions of the Lease.
- b. If Licensee loses or fails to return any fob keys or any other access keys which were furnished to Licensee to access the Facilities, Licensee shall pay **\$50.00** for the cost of replacing any fob or access key.
- c. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$250.00** per hour.
- d. This License shall automatically terminate on the date that Licensee's lease for his or her apartment in the Building terminates. The License may be renewed annually only if the Licensee renews his/her lease for the apartment.
- e. Licensee shall be responsible for the loss or damage to furniture and equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.
- f. Any renewals of this License shall commence on the same date as the Licensee's residential lease for the apartment in the Building and the offer to renew this License shall be made contemporaneously with the offer to renew the apartment lease. If the initial License commences after the date of such residential lease term, the License fee will be prorated accordingly.
- g. Licensee may cancel this Agreement for any of the following reasons:
 - i) If you die, your Estate shall be relieved of any further obligation under this Agreement not then due and owing;
 - ii) If Licensor raises the monthly fees in an amount greater than 25% of the then-existing monthly fee during the term upon notice to Licensor at the address set forth above within seven (7) days of Licensee's receipt of notice of such monthly fee increase.

Notice of Cancellation based on provision i above must be sent with written substantiation of such grounds. All monies paid pursuant to this Agreement cancelled for the reasons set forth in provision "g" above shall be refunded within fifteen (15) business days of receipt of the Notice of Cancellation; provided, however that Licensor may retain the expenses incurred and the portion of the total price representing the services used or completed.

5. Representations by Licensee

The Licensee represents to the Licensor, with knowledge that the Licensor is relying on these representations as an inducement to enter this Agreement and the falsity of any of which will cause this Agreement to be automatically terminated, in addition to whatever other legal remedies the Licensor may have:

- a. The Licensee is at least 18 years of age.
- b. The Licensee does not have health conditions that could pose any health risk to the Licensee or to another person.
- c. The Licensee has been examined by a physician of the Licensee's choice and such physician has pronounced that physician's approval of the Licensee's use of the Facilities.

6. Notifications by Licensee

The Licensee shall immediately notify the Licensor as soon as the Licensee or any of the Registered Occupants acquires a health condition that could pose any health risk to the Licensee or to another person.

7. IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

Licensee hereby acknowledges and agrees that use of the Facilities, services, equipment or premises, involves risks of injury to persons and property, including those described below, and Licensee assumes full responsibility for such risks. In consideration of being permitted to enter the Facilities for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Licensee agrees to the following: Licensee hereby releases and holds Licensor, **QB Properties LLC**, and any of its limited partners, affiliates, subsidiaries, parent companies, stockholders, directors, officers, employees, contractors, invitees, agents, attorneys and their respective predecessors, heirs, successors, and assigns (and the supplier of any of the equipment in the Facility) (individually and collectively, "Releasee") harmless from all liability to Licensee and Licensee's personal representatives, assigns, heirs and next of kin for any loss or damage, and Licensee forever gives up any claims or demands therefore, on account of injury to Licensee's person or property, including injury leading to Licensee's death, whether caused by the active or passive negligence or gross negligence of Releasee or otherwise to the fullest extent permitted by law while Licensee is in, upon or about the Facilities or using the services or equipment. Licensee also hereby indemnifies Releasee from any loss, liability, damage or cost Releasee may incur due to Licensee's presence in, upon or about the Facilities or in any way observing or using any facilities or equipment of Licensor whether caused by Licensee's own negligence or otherwise. Licensee represents (a) that Licensee is in good physical condition and has no disability, illness, or other condition that could prevent Licensee from exercising without injury or impairment of Licensee's health, and (b) that Licensee has consulted a physician concerning an exercise program that will not risk injury to Licensee or impair Licensee's health. Such risk of injury includes (but is not limited to): injuries arising from Licensee's use or the use of others of exercise equipment and machines; injuries arising from Licensee's participation or the participation of others in supervised or unsupervised activities or programs at, in or about the Facilities; injuries and medical disorders arising from exercising at, in or about the Facility such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere at, in or about any facilities associated with the Facilities. Licensee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Licensee has read this release and waiver of liability and indemnity clause, and agrees that no oral representations, statements or inducement apart from this agreement have been made. The terms and provisions of this Release shall be binding upon and benefit the respective successors and assignees, heirs, distributees, guardians, and legal representatives of the undersigned and Licensor.

8. Training

- a. The Licensor makes no representations whether or not the Licensor will provide personal trainers, lifeguards, instructors or supervisors ("Staff") at the Facilities, whether or not any so provided will or may be continued, and whether or not such trainers will have access or any or all elements of the facilities. In no event shall the provision or failure to provide such Staff constitute part of the consideration of this Agreement. The Licensee is solely responsible to acquire on the Licensee's own proper training or instruction with regard to the use, operation, and safety procedures of any and all equipment at the Facilities, whether provided by the Licensor or provided by another person. Such training or instruction must be acquired by the Licensee prior to using the Facilities.
- b. If the Licensor permits a personal trainer or instructor access to any or all elements of the Facilities, the Licensor reserves the right as a prerequisite to such access to require of the personal trainer or instructor proof of insurance satisfactory in form to the Licensor insuring both the personal trainer or instructor and the Licensor as an additional insured for any and all liability arising out of the Licensee's use of the Facilities.
- c. Trainers or any other staff who provide services on a independent contractor basis are not a Licensor service, and Licensor shall have no liability for, or any obligation to, continue to provide those independent contractor services.
- d. Any services or events provided by Licensor in Facilities may be suspended or terminated at any time without notice.

9. Representations and Warranties by the Licensor

The Licensor neither makes nor implies any representations or warranties as to the adequacy, safety, or use of any of the equipment at the Facilities. With respect to such equipment, the Licensor neither makes nor implies any representations or warranties that such equipment is suited or fit for any particular purpose except its intended purpose.

10. Use of the Facilities

The Licensor may at any time promulgate or amend any rules with regard to the usage of the Facilities. Such rules shall be in the Licensor's sole discretion and shall not be subject to question in any forum.

11. Licensee Caused Damage

Upon the Licensor's demand, the Licensee shall pay to the Licensor the cost of replacement or repair of any equipment or facilities belonging to the Licensor and damaged or destroyed by the Licensee or any person using the Facilities with the Licensee's consent, regardless of whether the Licensor has consented to the damaging person's use of the Facilities.

12. Assignment

The Licensee may not assign the Licensee's rights under this Agreement. Licensor may assign the operation of the Facilities to any third party without prior notice to Licensee.

13. Termination and Suspension

The Licensor may terminate or suspend this License without any refund to the Licensee for any of the following reasons:

- a. Any misrepresentation by the Licensee to the Licensor made in this Agreement.
- b. Failure of the Licensee to abide by the Licensee's obligations under this Agreement.
- c. Failure of the Licensee to abide by rules and regulations posted in the Facilities as such may be promulgated or amended by the Licensor from time to time.
- d. The Licensee engaging in or permitting another person to engage in objectionable behavior as the Licensor, the Licensor's agent, or the Licensor's employee reasonably determines to be objectionable in their sole discretion.
- e. The Licensee is the tenant of record of the apartment where another Licensee resides and such other person engages in any conduct which permits the Licensor to terminate or suspend this license.
- f. The Licensee uses a cellular telephone camera or video recording device in the Facilities or rest rooms.
- g. If Licensee fails to carry out any agreement or provision of this License, both Licensee and Tenant default under the License.
- h. If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensor may serve Licensee and Tenant with a written notice to stop or correct the specified default within ten (10) days. Licensee and Tenant must then either stop or correct the default within ten (10) days, or, if Licensee and Tenant need more than ten (10) days, Licensee and Tenant must begin to correct the default within ten (10) days and continue to do all that is necessary to correct the default as soon as possible. If Licensee and Tenant do not stop or begin to correct a default within ten (10) days, Licensor may give Licensee and Tenant a second written notice that this License will end six (6) days after the date the second written notice is sent to Licensee and Tenant. At the end of this six (6) day period, this License will end and Licensor immediately shall turn off Licensee's access cards. In addition to the foregoing, Licensor shall have the right to ask a Court give the Licensor such other relief as the Court can provide.
- i. If Licensee does not pay the License Fee within five (5) days of when this License requires, Licensor or Licensor's agent shall send Licensee, via certified mail, a written notice stating the failure to receive such License Fee. Provided Licensor has served Licensee with a fourteen (14) day written demand, and Licensor does not receive the overdue Licensee Fee within fourteen (14) days after such written fourteen (14) day demand for Licensee Fee has been made, Owner may commence an action or summary proceeding seeking the payment of all License Fees.
- j. If Licensee defaults under the License, Licensee and Tenant consent to any process that may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant and Licensee at the Apartment, or in any manner provided by New York Law.
- k. The License shall immediately be revoked by Licensor at such time as the Licensee vacates the Apartment or the Apartment's Lease terminates or expires – without Licensor commencing any legal action or proceeding.
- l. Licensee shall not assign or sublet this License. In any such event, the License shall immediately be revoked by Licensor.

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

Licensee acknowledges that Licensee's use of the Facilities is subject to the rules and regulations of the Building and the Facilities, and that such rules and regulations are subject to change from time to time in Licensor's sole discretion.

Licensee further acknowledges that the rules and regulations of the Building and the Facilities have been made available to me and that my failure to comply with such rules and regulations may result in Licensor's termination of my use and access to the Facilities.

14. Notice

- A. Notice to Licensee may be given by Licensor, at *Licensor's election*, by ordinary mail, by certified mail, certificate of mail or by hand delivery to the Apartment.
- B. Notice to Licensor must be given by certified mail, return receipt requested, at Licensor/s address set forth above or such other address as Licensor may designate in writing.
- C. Any notice shall be deemed given on the date it is posted if mailing is used.

By: QB Properties LLC

Jozef Pjetrushii (QB Properties LLC)

Date



Signed by Kathlyn Coniando Borres

Sat Apr 4 2026 05:25:00 PM EDT

Key: CD134864; IP Address: 23.38.164.81

Kathlyn Coniando Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:13:23 PM EDT

Key: 60199115; IP Address: 23.198.14.145

Klydelle Chiyuto Clavaton (Resident)

Date

72-01 Queens Blvd, Woodside, NY

Rules and Regulations

- Please notify the Resident Manager immediately if any piece of equipment or furniture is not working or damaged.
- Do not attempt to move any equipment or furniture.
- Shirts and appropriate shoes must be worn at all times. No bare feet are allowed.
- Smoking is strictly prohibited.
- Children under the age of 18 must be accompanied by an adult at all times.
- Pets must be accompanied by Licensee.
- All personal listening devices must be used with headphones.
- Limit cell phone usage to a minimum
- The use of alcoholic beverages is strictly prohibited.
- Anyone visibly intoxicated or otherwise incapacitated will be asked to leave the area and will forfeit their License to use these spaces
- Cannot leave any personal items - Licensor has no liability or responsibility for items left behind.

Additional Rules and Regulations for Gym

- As gym etiquette suggests, please carry a towel at all times to wipe down machines after each use.
- Please abide by a 30-minute limit workout on cardiovascular equipment during peak hours. Machine usage is on a first come first serve basis; however, please respect the 30-minute rule stated above.
- Moving of stationary equipment is strictly prohibited.
- Please return equipment to its proper location after use.
- Children under the age of 18 are not permitted at any time.
- Guests are not permitted at any time without prior written permission of Owner.
- Food is not permitted in the gym. Only water, juice and non-alcoholic beverages in plastic containers are permitted. Must dispose of or remove plastic containers.

Zero Tolerance Policy

Our first and foremost concern is safety of the tenants and staff and guests of **72-01 Queens Blvd, Woodside, NY**. There is a strict “Zero Tolerance” to violation of any of the below; should there be a breach of the rules and regulations, your Licenseeship to the Facilities will be revoked, notification will be made to the guarantor of the apartment, you will be held in breach of your Lease and criminal charges may be filed.

Please be reminded that, as a Tenant or Registered Occupant of the building, you are required to abide by the terms of the lease and are also responsible for the conduct of your guests.

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

Please print sign and date below, acknowledging that you have read, understood and will abide by these rules.

By: QB Properties LLC

Jozef Pjetrush

Signed by Kathlyn Coniendo Borres

Sat Apr 4 2026 05:25:20 PM EDT

Key: CD134864; IP Address: 23.38.164.82

Kathlyn Coniendo Borres

(Resident)

Date

Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:13:33 PM EDT

Key: 60199115; IP Address: 23.38.164.81

Klydelle Chiyuto Clavaton

(Resident)

Date



**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): **Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton**

Subject Premises: **72-01 Queens Boulevard #901, Woodside, NY 11377**

Apt.#: **901**

Date of vacancy lease: **May 1, 2026**

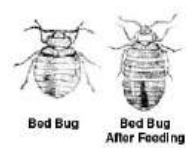
BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other:

By: **QB Properties LLC**

Jozef Pjetrushii (QB Properties LLC) _____ Date
 **Signed by Kathlyn Coniando Borres**
Sat Apr 4 2026 05:25:33 PM EDT
Key: CD134864; IP Address: 23.47.58.153
Kathlyn Coniando Borres (Resident) _____ Date

 **Signed by Klydelle Chiyuto Clavaton**
Thu Apr 2 2026 03:13:45 PM EDT
Key: 60199115; IP Address: 23.198.14.152
Klydelle Chiyuto Clavaton (Resident) _____ Date



BEDBUG PREVENTION TIPS

Basics

The best part about proactive bedbug prevention is that it is mostly a matter of simple effort. You don't need any special knowledge or tools. Just keep the following things in mind and apply that knowledge when necessary. And if bedbug prevention seems difficult, remember that it's easier than bedbug treatment, which is a very involved, time-consuming process.

What are bedbugs? Bedbugs are small, wingless insects that feed on the blood of warm-blooded animals including humans and pets. Their eggs are very small, about the size of a poppy seed. Their larvae are the size of a grain of rice. Adult bedbugs are about a quarter of an inch long, reddish-brown in color, and fairly flat. They live in dark crevices, such as those in mattresses and bed frames. They can also live in other furniture, openings in the floor, or in carpeting.

Prevention

The following bedbug prevention tips will help you reduce your risk of bedbugs:

- Wash all bedding regularly in hot water. The water should be at least 120 degrees.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Use a plastic cover over your mattress. Bedbugs can't hide on the plastic cover.
- If you purchase used furniture, examine it for bedbugs. Pay attention to used mattresses and bed frames.
- Keep your bed isolated. Make sure to pull the bed away from the wall. Move nightstands so that they don't touch any part of the bed or bedding. Don't let bedding touch the floor. And don't put things on the bed (clothes, bags, shoes).
- Check your own bed for bedbugs from time to time. Catching them early will make treatment easier.
- If you do see bedbugs or signs of bedbugs, notify your building's management immediately.

Protect Yourself While Traveling

Many times bedbugs get into peoples' homes after traveling. Whether you stay in a hotel or at a friend's house, you can bring bedbugs home with you. Here are a few tips of what to do while traveling to keep bedbugs from hitching a ride home with you:

- Look over the bed and bedding for any signs of bedbugs.
- Another sign of them, other than physically seeing them, is the detection of feces. The feces is usually light brown to black in color and has a peculiar smell similar to coriander.
- Do not leave clothes on the floor or lying out on your bed. Put your clothes in the closet, dresser drawers, or keep them inside your luggage.
- Keep your luggage zipped up at all times, with or with out clothes inside.
- Keep luggage off of the floor. Put it on a luggage stand, a chair or in the closet.
- When you return home, immediately launder your clothes and vacuum your luggage. Immediately dispose of the vacuum bag.

Tenant has inspected the Apartment prior to leasing and acknowledges there is no visible evidence of the presence or infestation of insects or vermin including bedbugs. Tenant agrees to maintain Apartment and common areas in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Tenant allows individuals or items carrying bedbugs into the Apartment or premises, or has repeated infestations that cannot be traced to another source, such will be deemed damage to the unit and Tenant will be responsible for the cost of treatment to the Apartment, personal belongings and surrounding units and common areas as necessary to eradicate the infestation.



Signed by Kathlyn Coniando Borres
Sat Apr 4 2026 05:25:44 PM EDT
Key: CD134864; IP Address: 23.47.58.153

Kathlyn Coniando Borres

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:13:57 PM EDT
Key: 60199115; IP Address: 23.198.14.145

Klydelle Chiyuto Clavaton

Date

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

EHS1217501 - 1.09



Initials:

K.B.

CD134864

K.C.

60199115



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



Initials:



BICYCLE STORAGE LICENSE AGREEMENT
MARKET APARTMENTS

THIS BICYCLE STORAGE LICENSE AGREEMENT (this "License") made on March 31, 2026 is by and between QB Properties LLC ("Licensor"), having an office c/o 8 West 40th Street, 6th Floor, New York, NY 10018 ("Licensor"), and Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton ("Licensee") having an address at Apartment 901 at 72-01 Queens Boulevard, Woodside, NY 11377.

WHEREAS, Licensor is the owner of the building located at 72-01 Queens Boulevard, Woodside, NY 11377 (the "Building"); and

WHEREAS, Licensor and Licensee have entered into a Lease, dated as of May 1, 2026 (the "Lease") for Apartment 901 in the Building; and

WHEREAS, bicycle storage racks have been installed for use by permitted tenants on the _____ floor of the Building; and

WHEREAS, Licensee desires the right to the exclusive use of the bicycle storage rack designated as _____ (the "Designated Bicycle Rack") subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- License Agreement Provisions Prevail.** Licensor and Licensee agree that, in the event of a conflict between the provisions contained in the Lease and this License, it shall be deemed to be the intent of the parties that the provisions contained in this License supersede any inconsistent provisions of the Lease and the Lease is deemed modified hereby.
- License.** Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a license ("License") for the exclusive use of the Designated Bicycle Rack and Licensee hereby accepts such License from the Licensor.
- Term.** The term ("Term") of this License shall commence on May 1, 2026 ("Commencement Date") and expire May 31, 2027 ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. The Term is a period that is co-terminus with the duration of the Licensee's Lease dated March 31, 2026. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Lease terminates or expires.
- License Fee.** In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of \$20.00 per month, in advance, on the first day of each month. Licensor may increase the License Fee on thirty (30) days prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License Fee is not received on or before the fifth (5th) day of the month, a late charge shall be charged in accordance with the late payment provisions of the Lease.
- Use.**
 - Licensee shall use and occupy the Designated Bicycle Rack for storage of his/her bicycle, in compliance with law, and for no other purpose.
 - Licensee shall not store in the Designated Bicycle Rack any articles or material which (i) pose a threat to the health or safety of the Licensee or occupants of the Building or the Building, (ii) that cause noxious odors, dirt or other sanitary problems, or (iii) that would be deemed or determined to be a "hazardous substance" or "hazardous waste" under any federal, state or local statute, law, ordinance or regulation now or hereafter in effect, or otherwise create a nuisance, including any hazardous, flammable, explosive, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement, or (iv) any animals or food. Batteries, if any, must be disconnected at all terminals.
 - Licensee shall not (i) store any property outside of the Designated Bicycle Rack, (ii) allow any other person to use the Designated Bicycle Rack, or (iii) alter, modify, or add signage to the Designated Bicycle Rack.
 - If Licensee's bicycle is an electric bicycle, Licensee shall not charge said electric bicycle and any associated batteries on the Designated Bicycle Rack, or anywhere in the Building, including Licensee's apartment.
 - If Licensee's bicycle is an electric bicycle, Licensee shall not store said electric bicycle on the Designated Bicycle Rack if the electric bicycle is utilizing an aftermarket battery.
- Condition of Premises, Maintenance, Alterations.**
 - Licensee has examined the Designated Bicycle Rack and accepts it in its current condition without any representations on the part of Licensor. Licensor shall have no obligation to perform any work in, to, or on the Designated Bicycle Rack and Licensee shall accept the Designated Bicycle Rack in its "as-is" condition.
 - Licensee shall, at Licensee's sole cost and expense, keep and maintain the Designated Bicycle Rack in commercially reasonable condition and good repair. Licensee agrees to report in writing to Licensor any defective condition in or about the Designated Bicycle Rack known to Licensee, and further agrees to contact Licensor by telephone or email immediately in such instance.
 - Licensee shall not make any improvements, installations, alterations or additions in, to, or on the Designated Bicycle Rack.
- Right to Enter.** Licensor, its agents or employees shall have the right (but not the obligation) to open the Designated Bicycle Rack in an emergency at any time, and, at other reasonable times upon prior notice to Licensee (as defined herein), to inspect and examine the Designated Bicycle Rack and to make such repairs, replacements and improvements as Licensor may desire. Notwithstanding anything herein to the contrary, Licensor shall be under no obligation to make any repairs, replacements, or improvements to the Designated Bicycle Rack.
- Licensee's Risk & Insurance.**
 - Licensee shall keep all personal property of every kind, nature and description of Licensee and of all persons claiming by, through or under Licensee, at their sole risk and hazard, and if the same shall be lost, stolen, or damaged by any cause, neither Licensor, its agents, nor any of the aforementioned entities' respective members, officers, agents or



Initials:

K.B.
CD134864

K.C.
69199115



employees shall be liable.

- (b) It is required that Licensee obtain insurance with a duly licensed insurance company with respect to the Designated Bicycle Rack and any property therein, and maintain such policy for the duration of the Term. In the event of any claim by Licensee, Licensee agrees to look solely to any insurance policy maintained by Licensee, pursuant to this paragraph or otherwise, and Licensors shall not be liable to Licensee to the extent Licensee's claims are satisfied from such insurance policy.

9. Indemnification. Licensee hereby agrees to indemnify Licensors, its agents, and each aforementioned entity's members, officers, agents, and employees (collectively, "Licensors's Entities") from all liability, losses or damages with respect to the Designated Bicycle Rack, except to the extent it is due to Licensors's gross negligence. Licensee is liable for all losses, injury or damages to any person or property caused by Licensee, and any occupants, guests or invitees of Licensee. Licensee is responsible for all damages suffered and money spent by Licensors's Entities relating to any claim arising from any act or neglect of Licensee and for those persons for whom Licensee is responsible, and Licensee shall reimburse Licensors's Entities for any such money spent by Licensors's Entities. If a legal action or proceeding is brought against Licensors's Entities arising from Licensee's act or neglect, Licensee shall defend Licensors's Entities at Licensee's expense with an attorney of Licensors's Entities' choosing. The obligations of Licensee contained in this Section shall survive the expiration or earlier termination of this License.

10. Relocation. Licensors shall have the right, upon seven (7) days' notice to Licensee and at Licensors's cost, to temporarily or permanently relocate the Designated Bicycle Rack to another location in the Building, without payment of any penalty to Licensee.

11. Default and Termination.

- (a) Licensee defaults under the License if Licensee fails to carry out any agreement or provision of this License.
- (b) If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensors may serve Licensee with a written notice to stop or correct the specified default within ten (10) days. Licensee must then either stop or correct the default within 10 days, or, if Licensee needs more than 10 days, Licensee must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible. If Licensee does not stop or begin to correct a default within 10 days, Licensors may give Licensee a second written notice that this License will end six (6) days after the date the second written notice is sent to Licensee. At the end of this 6-day period, this License will end, and Licensee then must remove all property from the Designated Bicycle Rack. Licensors shall have the right to ask a Court give the Licensors such other relief as the Court can provide.
- (c) If Licensee does not pay the License Fee when this License requires after a personal demand for the License Fee has been made, or within three (3) days after a statutory written demand for the License Fee has been made, or if the License ends, Owner may do the following:
1. Enter the Designated Bicycle Rack and retake possession of it if Licensee has vacated; or
 2. Go to court and ask that Licensee be compelled to remove all items from the Designated Bicycle Rack. Licensors shall also have the right to ask a Court give the Licensors such other relief as the Court can provide.
- (d) The License shall immediately be revoked at such time as the Licensee vacates the Apartment or the Lease terminates or expires.
- (e) Licensee shall not assign or sublet this License or the Designated Bicycle Rack. In any such event, the License shall immediately be revoked.
- (f) Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee might otherwise have to reinstate or renew the License.

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

13. Renewal.

- (a) Unless this License is terminated by Licensors pursuant to ¶ 11 or by Licensee pursuant to ¶ 12 prior to its expiration, this Agreement shall be expire at the end of the License Period. This License shall be renewed only by permission of the Licensors for a period that is co-terminus with the Licensee's renewal lease.
- (b) If Licensee wishes to renew the License, Licensee execute a License Renewal form prior to the expiration of the License Period. Said License Renewal shall be included with Licensee's Renewal Lease package.

14. Notice.

- (a) Notice to Licensee may be given by Licensors, at Licensors's election, by ordinary mail, by certified mail, return receipt requested or by hand delivery to the Apartment.
- (b) Notice to Licensors must be given by certified mail, return receipt requested, at Licensors/s address set forth above or such other address as Licensors may designate in writing.
- (c) Any notice shall be deemed given on the date it is posted if mailing is used.

15. Surrender.

- (a) Upon the expiration or earlier termination of this License, Licensee shall (i) remove Licensee's property from the Designated Bicycle Rack, and (ii) surrender the Designated Bicycle Rack in as good a condition as it was on the commencement date of the License, reasonable wear and tear excepted.
- (b) If Licensee fails to surrender possession of the Designated Bicycle Rack upon the expiration or earlier termination of this License, or if any property of Licensee remains in the Designated Bicycle Rack after the expiration or earlier termination of this License, (i) any property remaining in the Designated Bicycle Rack shall be deemed conclusively abandoned, and (ii) Licensors may, without any notice and without prejudice to any other remedy Licensors may have,



Initials:



- enter the Designated Bicycle Rack and remove and dispose of any property in the Designated Bicycle Rack, at Licensee's sole cost and expense, without being liable for any claim for trespass, conversion, or damages.
- (c) Any expenses incurred by Licensor for Licensee's failure to surrender the Designated Bicycle Rack in the manner required under this License and/or for removal and disposal of any property in the Designated Bicycle Rack upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease.
- (d) If Licensee shall fail to surrender the Designated Bicycle Rack upon the expiration or earlier termination of this License, Tenant shall have the status of a holdover occupant of the Designated Bicycle Rack. Under no circumstances shall Licensee's occupancy of the Designated Bicycle Rack after the expiration or earlier termination of this License be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack. In addition to any other rights and remedies which may be available to Landlord either pursuant to this License or applicable law, Licensor may charge Licensee **one hundred dollars (\$100.00)** per day during any such holdover period. The acceptance by Licensor of any payments from Licensee after the expiration or earlier termination of this License shall not be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack, and shall be deemed to represent payment of use and occupancy by Licensee for the Designated Bicycle Rack. Nothing herein shall constitute Licensor's consent to any holdover by Licensee or to impair Licensor's right to remove and dispose of property in the Designated Bicycle Rack, or exercise Licensor's other rights and remedies under this License or under applicable law on account of any holdover.
- 16. No Estate Conveyed.** This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the Designated Bicycle Rack (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.
- 17. Exculpation of Licensor.** Licensee shall look solely to the estate and property of Licensor in the land and Building of which the Premises are a part, for the satisfaction of Licensee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default or breach by Licensor with respect to any of the terms, covenants and conditions of this License to be observed and/or performed by Licensor, and no other property or assets of Licensor or Licensor's Entities shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies.
- 18. Brokerage.** Licensee represents and warrants that it has not dealt with any broker in connection with the execution of this License and agrees to indemnify and hold Licensor harmless from and against any and all liabilities from any claims of any broker (including, without limitation, the cost of attorneys' fees in connection with the defense of any such claims).
- 19. Subordination.** This License is and shall be subject and subordinate to all ground or underlying leases of the entire Building and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination.
- 20. Governing Law.** This License has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.
- 21. Entire Agreement; No Waiver.** This License contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

IN WITNESS WHEREOF, the undersigned have executed this License as of the day and year first above written.

By: QB Properties LLC

Jozef Pjetrush (QB Properties LLC)



Signed by Kathlyn Coniando Borres
Sat Apr 4 2026 05:30:10 PM EDT
Key: CD134864; IP Address: 23.47.58.153

Kathlyn Coniando Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:14:31 PM EDT
Key: 60199115; IP Address: 23.198.14.133

Klydelle Chiyuto Clavaton (Resident)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED **MARCH 31, 2026** BETWEEN **QB PROPERTIES LLC (LANDLORD)** AND **KATHLYN CONIENDO BORRES AND KLYDELLE CHIYUTO CLAVATON (TENANT)** REGARDING APARTMENT **#901** IN THE PREMISES LOCATED AT **72-01 QUEENS BOULEVARD, WOODSIDE, NEW YORK 11377**. 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.

CONSTRUCTION RIDER TO LEASE

WHEREAS, **Kathlyn Coniendio Borres and Klydelle Chiyuto Clavaton** (hereinafter "Tenant") has requested of **QB Properties LLC**, the owner ("Owner") of the building located at **72-01 Queens Boulevard, Woodside, NY 11377** (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 and may include, but may not be limited to, the possible need for access to the Apartment, the creation of noise, dust, debris, loss of use of all or portions of common areas 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:

1. Tenant hereby:

a. assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and the Apartment, and agrees that the conditions in the Building related to construction shall not constitute a claim of partial or constructive eviction; 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 Tenant's 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

e. agrees to provide access to the Apartment, on reasonable prior notice, when such is requested by Owner.
2. Tenant hereby agrees and understands that, due to the ongoing construction at the Premises, the Apartment may not be ready by the Lease's commencement date. Both the Owner and Tenant agree that in the event the Apartment is not ready for occupancy, the Lease shall commence on the date when possession is available and Tenant will not be responsible for rent until that time. It is agreed and understood that, in the event of a delay in the commencement of the Lease, the expiration date of the Lease will be extended for the same period of time as the delay of the commencement date.
3. 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 Rider and the Lease freely, voluntarily and knowingly.
4. 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.

By: QB Properties LLC

Jozef Pjetrush

QB Properties LLC

Date

Signed by Kathlyn Coniendio Borres

Sat Apr 4 2026 05:30:20 PM EDT

Key: CD134864; IP Address: 23.38.164.81

Kathlyn Coniendio Borres

(Resident)

Date

Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:14:40 PM EDT

Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton

(Resident)

Date

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 **(212) 683-9292** or **(212) 683-9292**, or by e-mailing **management@solawoodside.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 that your housing provider install them. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request that the parking provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available. Please note that the landlord is not managing the parking for this building and you must contact the parking provider directly.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

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

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

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

How to File a Complaint

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

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

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



Signed by Kathlyn Coniendo Borres
Sat Apr 4 2026 05:30:33 PM EDT
Key: CD134864; IP Address: 23.47.58.153

Kathlyn Coniendo Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:14:48 PM EDT
Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Resident)

Date



FIRE SAFETY PLAN

I/We, **Kathlyn Coniendo Borres and Klydelle Chiyuto Clavaton**, of Apartment **901** located in the building known as **72-01 Queens Boulevard, Woodside, NY 11377** have received a copy of the building's current Fire Safety Plan.

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

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained and inspected was on **12/31/2025**.

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

Distributed by **QB Properties LLC** Date: **March 31, 2026**

Received by:



Signed by Kathlyn Coniendo Borres
Sat Apr 4 2026 05:30:42 PM EDT
Key: CD134864; IP Address: 23.47.58.133

Kathlyn Coniendo Borres *(Received)*

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:14:56 PM EDT
Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton *(Received)*

Date

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **QB Properties LLC**

FIRE SAFETY PLAN
PART I - BUILDING INFORMATION SECTION

BUILDING: **Sola Woodside**
ADDRESS: **72-01 Queens Boulevard, Woodside, NY 11377**

BUILDING OWNER/REPRESENTATIVE:
Name: **QB Properties LLC**
Address: **8 West 40th Street, 6th Floor, New York, NY 10018**
Telephone: **212.683.9292**

BUILDING INFORMATION:
Year of Construction: **2024**

Type of Construction: **Non-Combustible**

Number of Floors: **12** Above Ground **1** Below Ground

Sprinkler System: **Yes**
All Floors

Fire Alarm: **Yes**; Transmits Alarm to Fire Dept/Fire Alarm Co.
Manual Pull Stations: 1st Floor - Main Lobby

Public Address System: **No**
Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Interior Egress Stairs	Exit Signs	Stairway A	Lobby
Interior Egress Stairs	Exit Signs	Stairway B	Parking Garage
Exterior Exit Door	Exit Signs	Stairway C	Exit
Exterior Exit Door	Exit Signs	Stairway D	Exit
Interior Egress Elevator	Elevator 1-4	Elevator Vestibule	Lobby

Other Information:

DATE PREPARED: **5/1/2026**

FIRE SAFETY PLAN
PART II - FIRE EMERGENCY INFORMATION

BUILDING: Sola Woodside
ADDRESS: 72-01 Queens Boulevard #901, Woodside, NY 11377

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

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

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

IN THE EVENT OF A FIRE,
CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

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

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

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

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

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

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

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

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

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

Interior Fire Alarm Systems

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

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

Public Address Systems

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

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

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

General Emergency Fire Safety Instructions

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

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

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

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

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

RIDER TO LEASE
REAL PROPERTY LAW § 231-B
FLOOD HISTORY AND RISK NOTICE

Any or all of the leased premises:

Is ☐ / is not ☒ located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.

Is ☐ / is not ☒ located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain"), according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.

Is ☐ / is not ☒ 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.

Any or all of the leased premises:

Has ☐ / has not ☒ experienced prior flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow.

The nature of any such prior flood damage is as follows:

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

Tenant(s) hereby consents, acknowledges, understands and agrees to the provisions stated in this rider:

By: **QB Properties LLC**

Jozef Pjetrushii (QB Properties LLC)

Date



Signed by Kathlyn Coniendo Borres

Sat Apr 4 2026 05:31:57 PM EDT

Key: CD134864; IP Address: 23.47.58.153

Kathlyn Coniendo Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:15:37 PM EDT

Key: 60199115; IP Address: 23.38.164.81

Klydelle Chiyuto Clavaton (Resident)

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

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

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

By: **QB Properties LLC**

Jozef Pjetrush (QB Properties LLC)



Signed by Kathlyn Coniendo Borres

Sat Apr 4 2026 05:32:07 PM EDT

Key: CD134864; IP Address: 23.47.58.153

Kathlyn Coniendo Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:15:46 PM EDT

Key: 60199115; IP Address: 23.198.14.133

Klydelle Chiyuto Clavaton (Resident)

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



Initials:



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SOLA WOODSIDE
APT. # 901

HVAC RIDER
(Equipment Included at Start of Lease)

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

ADDITIONAL CLAUSE attached to and forming a part of Lease dated **March 31, 2026** between **QB Properties LLC**, as Owner and **Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton** as Tenant(s), for Apartment # **901** in premises located at **72-01 Queens Blvd, Woodside, NY 11377-5117**.

- 1. Tenant(s) has been advised that the Apartment being leased contains at least one (1) heating, ventilation and air conditioning unit ("HVAC unit"). Tenant(s) understands and agree that use of the HVAC unit is governed by this Lease rider. The fee for the use of the HVAC is included in the base rent.
- 2. Tenant(s) will only use the HVAC unit in accordance with the manufacturer's instruction manual which has been provided with the HVAC unit. Tenant(s) agrees to familiarize any apartment occupants or other possible HVAC unit users (housekeeper, nanny, etc.) with the proper operating procedures.
- 3. Tenant(s) understand that the HVAC unit needs to be serviced periodically to maintain proper working condition. When serviced, Owner shall be responsible for the cost of the replacement HVAC filters. The Owner may contract with an independent third party to have servicing done for the HVAC unit located within the Apartment. *OWNER SHALL BE PERMITTED TO ENTER THE APARTMENT AT LEAST TWICE PER YEAR TO REPLACE THE HVAC UNIT FILTER, UPON AT LEAST 48 HOURS NOTICE TO TENANT. TENANT SHALL ALSO BE RESPONSIBLE FOR CONTACTING OWNER TO ARRANGE FOR SUCH PERIODIC SERVICING. IN THE EVENT THE HVAC UNIT IS MALFUNCTIONING, TENANT SHALL BE RESPONSIBLE FOR CONTACTING OWNER TO ARRANGE FOR SUCH SERVICING. IN THE EVENT THAT TENANT DOES NOT PROVIDE ACCESS WITHIN 48 HOURS NOTICE, SUCH CONDUCT WILL BE DEEMED A DEFAULT UNDER THE LEASE.*
- 4. The Owner will bear any cost(s) associated with regular maintenance of the HVAC unit, as long as the Tenant(s) uses the HVAC unit according to manufacturer's instructions. If use is beyond normal wear and tear, or Tenant has failed to arrange for periodic servicing, the Owner *MAY HOLD TENANT LIABLE AND RESPONSIBLE FOR* any maintenance and/or repair costs to the Tenant(s) associated with this extraordinary use. Maintenance and/or repair and/or replacement costs (both parts and labor) shall constitute costs that will listed on Tenant's rent bill as "Additional Rent." Failure to pay "Additional Rent" shall constitute a default under the Lease, which shall permit the Owner to utilize the Tenant's security deposit in accordance with paragraph 5 of the Lease. In such event, Tenant shall be required to replenish the security deposit in accordance with paragraph 5 of the Lease.
- 5. Tenant(s) agree that Tenant(s) shall operate the HVAC unit at their own risk.
- 6. Tenant(s) agree not to attempt any kind of repair, modification or enhancement to the HVAC unit or surrounding area(s). Any work done on the HVAC unit must be contracted by and supervised by the Owner or their representative (Managing Agent, etc.).
- 7. Tenant(s) will be *HELD LIABLE AND* responsible for any damage to the Apartment, apartment(s) adjoining or below the Apartment, as well as the Building if caused by *TENANT'S NEGLIGENT OR* extraordinary use or abuse to the HVAC unit. Tenant(s) agrees to reimburse Owner if Tenant has caused damage.
- 8. Tenant(s) understands that if the HVAC unit is never or rarely used by Tenant, broken, out of service for any reason or no reason at all, it shall not constitute a default or breach of the Tenant's Lease with the Owner and the Tenant(s) is not eligible for any reduction in the monthly rent due on the Apartment under this Lease.
- 9. The Owner is not responsible for any loss or damage to personal possessions or persons caused by using the HVAC unit provided.
- 10. The HVAC unit supplied with the Apartment is operated by electricity. The cost(s) associated with the operation of the HVAC unit is the Tenant's/Tenants' sole responsibility.
- 11. Tenant(s) may not replace the HVAC provided.
- 12. No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

By: QB Properties LLC

Jozef Pjetrushi (QB Properties LLC)

Signed by Kathlyn Coniando Borres

Sat Apr 4 2026 05:32:24 PM EDT

Key: CD134864; IP Address: 23.38.164.81

Kathlyn Coniando Borres (Resident)

Date

Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:15:54 PM EDT

Key: 60199115; IP Address: 23.198.14.133

Klydelle Chiyuto Clavaton (Resident)

Date

Initials:

K.B.

CD134864

K.C.

60199115

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On-Site

**What Every Tenant Should Know About Indoor Allergens
(Local Law 55 of 2018)**

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

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

Tenants should:

- Keep homes clean and dry
- Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags
- Use garbage cans with tight-fitting lids
- Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes
- Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)
- Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors
- Let building staff into homes to make any needed repairs
- Call **311** if landlords do not fix the problem or if repair work is being done unsafely

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

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, see the reverse side of this handout.

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

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 nyc.gov/health

 “healthy neighborhoods”

What Landlords Must Do to Keep Homes Free of Pests and Mold

New York City law requires that landlords of buildings with three or more apartments – or buildings of any size where a tenant has asthma – take steps to keep tenant homes free of pests and mold. This includes safely fixing the conditions that cause these problems.

Landlords must:

- **Inspect** every apartment and the building’s common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.
- **Use integrated pest management (IPM) practices** to safely control pests and fix building-related issues that lead to pest problems.
 - ✓ Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
 - ✓ Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
 - ✓ Attach door sweeps to all doors that lead to hallways, basements or outside.
 - ✓ Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
 - ✓ Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation–licensed pest professional.
- **Remove indoor mold** and safely fix the problems that cause mold.
 - ✓ Remove any standing water, and fix leaks or moisture conditions.
 - ✓ Move or cover furniture, and seal off doorways, ventilation ducts and other openings securely with plastic sheeting.
 - ✓ Gently spray the moldy area with soap or detergent and water before cleaning to limit the spread of dust.
 - ✓ Clean the work area with wet mops or HEPA vacuums before work starts, at the end of each day and after all repair work is completed.
 - ✓ Dry the cleaned area completely.
 - ✓ Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
 - ✓ To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** hire a New York State Department of Labor–licensed mold assessor and remediator. Per New York City Administrative Code section 24-154 and New York State Labor Law Article 32, assessors and remediators must submit paperwork to the New York City Department of Environmental Protection.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.
- Provide a copy of this fact sheet and a notice with each tenant’s lease that clearly states the landlord’s and tenant’s responsibilities to keep the building free of indoor allergens.

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

 Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية

 nyc.gov/health

 “healthy neighborhoods”



Signed by Kathlyn Coniendo Borres
Sat Apr 4 2026 05:33:00 PM EDT
Key: CD134864; IP Address: 23.38.164.81

Kathlyn Coniendo Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:16:06 PM EDT
Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Resident)

Date



Initials:



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

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

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word “tenant” as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION
STREET: 72-01 Queens Boulevard
UNIT OR APARTMENT NUMBER: 901
CITY/TOWN/VILLAGE: Woodside
STATE: NY
ZIP CODE: 11377

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

- ☐ YES
☒ NO

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

- A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;
- B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);
- C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);
- D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);
- E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity(exemption under subdivision 6 of section 214 of the Real Property Law);
- F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);
- G. ☒ Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);
- H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law) ;
- I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent

- retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);
- J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);
 - K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);
 - L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);
 - M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);
 - N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);
3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or(b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

- A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:
 - B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:
 - B-1:** If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:
4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)
- A. ☒ This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):
 - B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):
 - C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):
 - D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):
 - E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part there- of, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):
 - F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):
 - G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b)maliciously or grossly negligently causing substantial damage to the unit or the premises; (c)

interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law):

- H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law):
- I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law):
- J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law):
- K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);
- L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):
- M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):
- N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):



Initials:



NO SMOKING RIDER

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **March 31, 2026** between **QB Properties LLC** ("Owner") and **Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton** as Tenant ("Tenant"), for Apartment **#901** ("Apartment"), a residential rental unit located at **Sola Woodside - 72-01 Queens Blvd, Woodside, NY 11377-5117** ("Building").

WHEREAS, In the event of any inconsistency between the provisions of this Rider and the provisions of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Owner and the obligations of the Tenant.

- 1. Due to the health risk involved with smoking, and the difficulty in controlling the movement of smoke in a multiple floor apartment building, Owner has instituted a no-smoking policy for the Apartment and for the Building, including but not limited to, all outdoor common areas of the Building.
- 2. The term "smoking" is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, pipe, cigarette, other tobacco product, or cannabis, or any other similar product in any manner or in any form, as well as the use of any e-cigarette, vaporizer or similar product in any form.
- 3. Tenant acknowledges that smoking of any kind is not allowed in the Apartment, any common area of the Building and within a **(twenty) 20** foot radius around the Building. As a material inducement of Owner entering into the Lease and its riders, Tenant represents that Tenant will not smoke in the Apartment, any common area of the Building and within a **(twenty) 20** foot radius around the Building.
- 4. As a material inducement of Owner entering into the Lease and its riders, Tenant acknowledges that it is Tenant's responsibility to ensure that Tenant, Tenant's occupants, family members guests, agents, employees and anyone else in the Apartment or Building comply with the no smoking policy. As a material inducement of Owner entering into the Lease and its riders, Tenant represents he will advise any occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant of the Apartment or Building of the no-smoking policy. Tenant understands that Tenant will be responsible for the actions of its occupants, family member's guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant should they violate the no smoking policy, as if it was Tenant who violated the no smoking policy.
- 5. Tenant further acknowledges that in the event of any violation of the Building's no smoking policy, then the Tenant shall be in violation of substantial obligations of its tenancy and of the Lease. Owner shall have all of the rights and remedies available to it as set forth in the Lease and any of its riders, including but not limited to the termination of the Lease and tenancy.
- 6. In addition to Owner's rights to terminate the lease and tenancy based on a violation of this clause, Owner, in its sole discretion, shall have the right to impose a penalty in the amount of **\$500.00** for a first offense and **\$1,000.00** for each subsequent offense.
- 7. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the Building as a non-smoking building, nor shall Owner's failure or inability to enforce or maintain the Building as a non-smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate the Lease.
- 8. Tenant understands that Owner may choose, in its sole discretion, to take action or not take action against a specific tenant, group of tenants, specific occupant or group of occupants.
- 9. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.
- 10. The covenants, agreements, terms, provisions and conditions contained in this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 11. No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.



Signed by Kathlyn Coniando Borres
Sat Apr 4 2026 05:33:46 PM EDT
Key: CD134864; IP Address: 23.38.164.81

Kathlyn Coniando Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:16:32 PM EDT
Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Resident)

Date



State of New York
Division of Housing and Community
Renewal
Office of Rent Administration
Web Site: www.hcr.ny.gov

Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433

NOTICE OF 421-a (16) APARTMENT MARKET RATE THRESHOLD EXEMPTION - 2025

MAILING ADDRESS OF TENANT:	MAILING ADDRESS OF OWNER/AGENT:
Name: <u>Kathlyn Coniendo Borres and Klydelle Chiyuto Clavaton</u>	Name: <u>QB Properties LLC</u>
Number/Street: <u>72-01 Queens Boulevard</u> Apt. No. <u>901</u>	Number/Street: <u>7201 Queens Blvd</u>
City, State, Zip Code: <u>Woodside, NY, 11377</u>	City, State, Zip Code: <u>Woodside, NY 11377-5117</u>
	Telephone Number: <u>(212) 683-9292</u>

1. Reason for Exemption:
Market Rate Vacancy - The rent for the subject rent stabilized apartment has been lawfully raised to an amount equal to or greater than the Market Rate Threshold. The Market Rate Threshold for 2024 in New York City is \$3,123.69.

2. Last Legal Regulated Rent: \$4,190.00
The last legal rent may be verified by the tenant by contacting DHCR. The tenant can contact the DHCR and request that a registered apartment rent history be mailed to his or her apartment or complete a Request for Records Access (Form REC-1) and submit it to the attention of the Records Access Officer at the address listed above.

3. Calculation of the rent that qualifies for exemption:

3.1	Last Legal Regulated Rent (same as # 2)	<u>\$4,190.00</u>
3.2	Guideline for use in a vacancy lease. <u>0%</u>	<u>\$0.00</u>
3.3	Individual Apartment Improvements (IAI) Costs	

Before completing this section, refer to DHCR Operational Bulletin 2024-2.

A. Bathroom Renovation (check all applicable items)

☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

☐ Individual Items
(check all applicable items)

☐ Sink

☐ Shower Body

☐ Toilet

☐ Tub

☐ Plumbing

☐ Cabinets

☐ Vanity

☐ Floors and/or Wall Tiles

☐ Other (describe) _____

Total Costs for Parts and Labor \$ _____

(A)

B. Kitchen Renovation (check all applicable items)

☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

☐ Individual Items
(check all applicable items)

☐ Sink

☐ Stove

☐ Refrigerator

☐ Dishwasher

☐ Cabinets

☐ Plumbing

☐ Floors and/or Wall Tiles

☐ Countertops

☐ Other (describe) _____

Total Costs for Parts and Labor \$ _____

(B)

- ☐ Doors
- ☐ Windows
- ☐ Radiators
- ☐ Light Fixtures
- ☐ Electrical Work
- ☐ Sheetrock
- ☐ Other (describe)

\$ _____
(C)

\$ _____

Total IAI Cost
(Sum of (A), (B) and (C))

Before completing Line 4, please refer to DHCR Operational Bulletin 2024-2, which details IAI tiers, amortization rates, and limits on rent increases.

\$0.00
Total IAI
Rent Increase

**5. New Rent - Qualifying for Exemption (sum of 3.1, 3.2 and 4)
(must be equal to or greater than the Market Rate Threshold)**

\$4,190.00

\$4,190.00

I certify that the information provided in this notice is accurate and complete to the best of my knowledge and that I am complying with the requirements of the registrations cited in this notice and attached information and instructions.

By: QB Properties LLC

Jozef Pjetrushi (QB Properties LLC)

Date _____



Signed by Kathlyn Coniando Borres

Sat Apr 4 2026 05:35:15 PM EDT

Key: CD134864; IP Address: 23.38.164.82

Kathlyn Coniando Borres (*Resident*)

Date _____



Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:16:45 PM EDT

Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (*Resident*)

Date _____

Information and Instructions

- Relevant Code Sections
Rent Stabilization Code 2520.11(u)
- This notice is required to be served, by the owner, on the first tenant of the 421-a (16) housing accommodation after the rent stabilized unit becomes exempt/deregulated from the rent laws. Although this form is promulgated by DHCR, the regulations do not require DHCR to review the accuracy of the contents of the completed form and the form is not required to be served on DHCR. However, DHCR on its own initiative may conduct audits of these notices.
- This notice is required to be sent by **certified mail** to the tenant, within 30 days after the tenancy commenced or after the signing of the lease by both parties, whichever occurs first, or shall be delivered to the tenant at the signing of the lease.
- In addition, the owner shall send and certify to the tenant a copy of a **registration** statement for such housing accommodation filed with DHCR indicating the exempt/deregulated status and the last legal regulated rent. It shall be sent within 30 days after the tenancy commences or the filing of said registration, whichever occurs later.
- The tenant may challenge the deregulation by filing an Overcharge complaint with DHCR within six years of the commencement date of the lease.
- The tenant has the right to file a Request for Records Access (Form REC-1) seeking access to the IAI Notification Form RN-19N and related photographs filed by the owner that pertain to the improvements made in the apartment, which were the basis for a rent increase.
- For additional information on IAIs, see DHCR Operational Bulletin 2024-2 and Fact Sheet #26.
- In 421-a (16) buildings, apartments initially rented at an amount at or above the Market Rate Threshold qualify for permanent exemption from Rent Stabilization. In this situation, the filing of this form is not required. However, the registration statement referenced above does need to be served on the tenant.
- The Housing Stability and Tenant Protection Act (HSTPA) of 2019, with the exception of 421-a (16) apartments, eliminated High-Rent Vacancy Deregulation.

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MARCH 31, 2026 BETWEEN QB PROPERTIES LLC (LANDLORD) AND KATHLYN CONIENDO BORRES AND KLYDELLE CHIYUTO CLAVATON (TENANT) REGARDING APARTMENT 901 IN THE PREMISES LOCATED AT 72-01 QUEENS BOULEVARD, WOODSIDE, NY 11377. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

- 1. named Tenants on the lease ("Tenants");
- 2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Occupants	Relationship to Tenant
Kathlyn Coniendio Borres	
Klydelle Chiyuto Clavaton	

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

By: QB Properties LLC

Jozef Pjetrush

QB Properties LLC

Signed by Kathlyn Coniendio Borres

Sat Apr 4 2026 05:35:51 PM EDT

Key: CD134864; IP Address: 23.47.58.133

Kathlyn Coniendio Borres

(Resident)

Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:17:04 PM EDT

Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton

(Resident)

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **Sola Woodside - 72-01 Queens Blvd, Woodside, NY 11377-5117**

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

I. Definitions

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

II. Smoke-Free Air Act

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

III. Policy on Smoking

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

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

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

IV. Complaint Procedure

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

Acknowledgment and Signatures:

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



Signed by Kathlyn Coniendo Borres
Sat Apr 4 2026 05:36:08 PM EDT
Key: CD134864; IP Address: 23.47.58.153

Kathlyn Coniendo Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:17:09 PM EDT
Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Resident)

Date

PROHIBITION OF E-BICYCLES, E-SCOOTERS
AND HOVERBOARDS RIDER

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

IT IS HEREBY AGREED this 31st day of March 2026 by and between QB Properties LLC, the owner ("Owner") of apartment 901 ("Apartment") at 72-01 Queens Boulevard, Woodside, NY 11377 ("Building"), and Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton (hereinafter "Tenant"), as follows:

- 1. This Rider shall be deemed to be incorporated into and is made a part of the Lease dated March 31, 2026, between Tenant and Owner ("the Lease"), regarding the renting of the Apartment.
- 2. Tenant acknowledges that there have been over 100 fires in New York City apartments that were caused by lithium ion batteries in E-Bicycles, E-Scooters and Hoverboards.
- 3. Due to the inherent dangers of these devices, in order to ensure the health and safety of all tenants in the Building, and in accordance with the "Objectionable Conduct" provision of the Lease, Tenant acknowledges and agrees that, Tenant is prohibited from keeping any E-Bicycles, E-Scooters and Hoverboards in the Apartment or in the Building's common areas.
- 4. Tenant acknowledges and agrees that if the Owner discovers Tenant in possession of an E-Bicycle and/or an E-Scooter and/or Hoverboard, Owner shall have the right to terminate the Lease.
- 5. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Rider may be executed in separate parts and facsimile shall be treated as if an original.

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

By: **QB Properties LLC**

Jozef Pjetrush (QB Properties LLC)

Date



Signed by Kathlyn Coniando Borres

Sat Apr 4 2026 05:36:17 PM EDT

Key: CD134864; IP Address: 23.47.58.153

Kathlyn Coniando Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:17:16 PM EDT

Key: 60199115; IP Address: 23.38.164.81

Klydelle Chiyuto Clavaton (Resident)

Date

BY: _____

NEW YORK CITY RECYCLING NOTICE

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

Residential building owners/landlords must notify residents about recycling requirements, designate an accessible recycling area, and maintain signs explaining what and how to recycle.

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

WHAT TO RECYCLE: Paper & Cardboard

- Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings).
- Cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

WHAT TO RECYCLE: Metal, Glass, Plastics & Cartons (emptied and rinsed)

- Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).
- Glass bottles & jars (and no other glass items).
- Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).
- Milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.).

BUILDING RECYCLING PROCEDURES

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

Each floor excluding first floor have two refuse rooms which have instructions posted on how to properly dispose of garbage & recyclable materials.

Please check all that apply:

- ☒ I have been given information about designated recyclable materials that must be kept separate from my trash.
- ☒ I know the location of the building's recycling area(s) and the procedures for discarding designated recyclables.
- ☒ I understand that recycling requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.



Signed by Kathlyn Coniendo Borres
Sat Apr 4 2026 05:36:30 PM EDT
Key: CD134864; IP Address: 23.38.164.82

Kathlyn Coniendo Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:17:23 PM EDT
Key: 60199115; IP Address: 23.38.164.81

Klydelle Chiyuto Clavaton (Resident)

Date

Occupant: Keep one copy for your records

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED **MARCH 31, 2026** BETWEEN **QB PROPERTIES LLC** (OWNER) AND **KATHLYN CONIENDO BORRES AND KLYDELLE CHİYUTO CLAVATON** (TENANT) REGARDING APARTMENT **901** IN THE PREMISES LOCATED AT **72-01 QUEENS BOULEVARD, WOODSIDE, NY** (BUILDING). 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.

TEMPORARY RENT CONCESSION RIDER – MARKET APARTMENTS

- 1. The Tenant has entered into a lease dated **March 31, 2026** commencing on **May 1, 2026** and expiring on **May 31, 2027** (hereinafter the “Lease”).
- 2. 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 Building, which activities shall continue during the term of the Lease, and may include, but may not be limited to, the possible need for access to the Apartment, the creation of noise, dust, debris, loss of use of portions of common areas at the Building during certain periods of time and other events normally associated with construction activities. 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 occupy the Apartment therein.
- 3. The parties agree that the rent for the Apartment is **\$4,190.00** per month (“Rent”), as set forth in the Lease.
- 4. As a result of the on-going construction activities at the Building:
 - a. Tenant shall receive a one-time concession of **\$4,190.00** off the Rent for **June, 2026**; and
 - b. Tenant shall receive a second one-time concession of **\$4,190.00** off the Rent for **July, 2026**.
- 5. Tenant understands that:
 - a. In the event monthly rent is not paid as agreed in accordance with the lease, the above specified Lease concessions received by the Tenant(s) are void and all current and prior concessions must be repaid in full on or before the move-out date; and
 - b. In the event the Tenant vacates the premises before the lease expires, the above specified Lease concessions received by the Tenant are void, and all current and prior concessions must be repaid in full on or before the move-out date.
- 6. All other terms and conditions of the lease remain unchanged.
- 7. 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 Owner.

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

By: **QB Properties LLC**

Jozef Pjetrushi (QB Properties LLC)

Date



Signed by **Kathlyn Coniendio Borres**

Sat Apr 4 2026 05:36:41 PM EDT

Key: CD134864; IP Address: 23.47.58.133

Kathlyn Coniendio Borres (Resident)

Date



Signed by **Klydelle Chiyuto Clavaton**

Thu Apr 2 2026 03:17:30 PM EDT

Key: 60199115; IP Address: 23.38.164.81

Klydelle Chiyuto Clavaton (Resident)

Date

DSTRASBURG/16240.0001/6790206.1



Initials:



54



ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED MARCH 31, 2026 BETWEEN QB PROPERTIES LLC(LANDLORD OR OWNER) AND KATHLYN CONIENDO BORRES AND KLYDELLE CHiyUTO CLAVATON(TENANT) REGARDING APARTMENT 901 IN THE PREMISES LOCATED AT 72-01 QUEENS BOULEVARD, WOODSIDE, NY 11377. 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 MARKET LEASE – ADDITIONAL LEASE CLAUSES

65. Paragraph 12(F) of the Lease shall be amended to include the following:
- Tenant will operate, at Tenant's expense, any laundry appliances by means of a phone application. The payment method for utilizing the laundry appliances are subject to change at any time.
66. Paragraph 28 of the Lease shall be amended to include the following:
- If, after signing of this Lease but before Tenant begins occupancy, Tenant requests an inspection of the Apartment with Owner or Owner's agent to determine the condition of the Apartment, Tenant shall do so in writing to the Owner or Owner's agent.
67. **Advertisement** Tenant acknowledges and agrees that (i) no sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window of the Apartment, (ii) no sign, notice, or advertisement may be placed in any public area of the Building, and (iii) Tenant shall not peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the Building.
68. **Licensed Vendors** Owner has given licenses ("Licenses") to various vendors of goods and services ("Vendors") which permits Vendors access to the building in order to offer their goods or services to building residents, including Tenant. Owner has provided the Licenses to Vendors strictly as an accommodation for the residents who may want to purchase goods and/or services from one or more of the Vendors. The License to any Vendor, and termination of that License, is within Landlord's sole discretion. None of the goods or services offered by Vendors are on behalf of, nor do they provide any benefit to, Owner. The sale of goods and services by Vendor are strictly a private agreement between Tenant and Vendor. Owner is not obligated and has not investigated or verified any representations or warranties made by any Vendor. Owner disclaims any liability for any representation, warranty or other statement, of any nature, made by any Vendor.
69. **Facilities and Amenities:** If Owner permits Tenant to use any laundry or any other facility located in the Building but outside of the Apartment, the use of any such facility will be furnished to Tenant at Tenant's own risk. Tenant will operate, at Tenant's expense, any laundry appliances by means of a phone application. The payment method for utilizing the laundry appliances are subject to change at any time. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

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.

By: QB Properties LLC

Jozef Pjetrush

Signed by Kathlyn Coni

Sat Apr 4 2026 05:36:51 PM EDT

Key: CD134864; IP Address: 23.38.164.82

Kathlyn Coni

Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:17:36 PM EDT

Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Resident)

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):	<u>Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton</u>
Lease Premises Address:	<u>72-01 Queens Boulevard, Woodside, NY 11377</u>
Apartment Number:	<u>901</u> (the "Leased Premises")
Date of Lease:	<u>May 1, 2026</u>

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 12/31/2025.

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 Kathlyn Coniando Borres
Sat Apr 4 2026 05:37:02 PM EDT
Key: CD134864; IP Address: 23.47.58.133

Kathlyn Coniando Borres (Tenant)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:17:43 PM EDT
Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Tenant)

Date

By: QB Properties LLC

Jozef Pjetrushii (QB Properties LLC)

Date

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on April 18, 2022, in Case 21-E-0526: Notice of Intent of Woodside Development LLC to Submeter Electricity at 72-01 Queens Blvd, Woodside, NY 11377-5117, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building located at 72-01 Queens Blvd, Woodside, NY 11377-5117 (the "Building") is a submetered facility. **QB Properties LLC** (the "Owner") is the owner of the Building. The Owner, itself or through its managing agent (together with the Owner, the "Submeterer"), is responsible for the administration of submetering to your residential unit and will invoice you for your monthly electric usage. A third-party billing company under contract with the Submeterer prepares residents' invoices for their respective monthly electricity usage. Residents, in turn, receive their monthly submetered electricity bills from the Submeterer or its third-party billing company.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer through the Management Office by telephone at (212) 683-9292 or by mail at 8 West 40th Street, 6th Floor, New York, NY 10018. In the event of a complaint about the submetered electricity bill, you shall submit such complaint in writing to the Submeterer by mail to the address in the previous sentence. In turn, the Submeterer and/or its third-party billing company shall investigate your complaint within fifteen (15) days of the receipt of the complaint and will report the results to the complainant thereafter. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. If you and the Submeterer cannot reach an equitable agreement and you continue to believe the complaint has not been adequately addressed, then you may file a complaint with the PSC through the Department of Public Service. Alternatively, you may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, by facsimile at (212) 417-2234, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

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

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

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

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

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

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

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

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

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

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

You can also designate a third party as an additional contact to receive notices of past due balances. Further, you may designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to you, provided that the designated third party agrees in writing to receive such notices. The Submeterer shall inform the designated third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to you. The Submeterer shall promptly notify you of the refusal or cancellation of such authorization by your

designated third party. If you are interested in this voluntary third-party notice, please notify the Submeterer with the third party's contact information and written agreement of the third party to receive copies of all notifications relating to past due balances, the disconnection of service, or other credit actions sent to you.

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

SPECIAL PROTECTIONS
REGISTRATION FORM

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

QB Properties LLC
8 West 40th Street, 6th Floor
New York, NY 10018

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name	
Address	Unit #
Town/City	Zip
Telephone # Daytime	Evening
Account # (as shown on bill)	

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

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

I, the Unit Occupant, receive government assistance.

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

Please send me more information about:

- ☐ Budget billing

Voluntary Third-Party Notice

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

- ☐ I would like to appoint a third party

RIDER TO LEASE: SUBMETERING

72-01 Queens Blvd, Woodside, NY 11377-5117

1. Consolidated Edison Company of New York, Inc. ("Con Edison") or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the "Distribution Utility") provides electricity to the building located at **72-01 Queens Blvd, Woodside, NY 11377-5117** (the "Building").
2. You, the tenant ("you" and "your"), acknowledge that, on April 18, 2022, in Case 21-E-0526: Notice of Intent of Woodside Development LLC to Submeter Electricity at 72-01 Queens Blvd, Woodside, NY 11377-5117. Located in the Territory of Consolidated Edison Company of New York, Inc. ("Con Edison"), the New York State Public Service Commission ("PSC") approved the Building to submeter electricity to the Building's residential units (individually, the "Unit" in which you reside and collectively, the "Units"). You further acknowledge that you will be required to pay **QB Properties LLC** (the "Owner"), the owner of the Building, for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Owner, its managing agent (together with the Owner, the "Submeterer"), or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced.
4. The rate calculation to be used is the Con Edison Service Classification No. 1 for direct metered service. Specifically, bills will be calculated by multiplying a resident's kilowatt hour (kWh) usage by the Con Edison Service Classification No. 1 rate for a billing period, plus applicable taxes.
5. The Con Edison Service Classification No. 1 rate is a combination of various items, including, but not limited to:

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

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

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

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

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

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

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

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

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

6. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeter by telephone at **(212) 683-9292** or by mail at **8 West 40th Street, 6th Floor, New York, NY 10018**. The Submeterer or its third-party billing company shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.
7. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Submeterer's response to your complaint or at any time regarding submetered service.
8. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM- 7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall

notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results.

9. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
10. If you have difficulty paying you electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
11. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:
- (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.
- (b) **Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical condition requiring electricity service to operate a life-sustaining device.

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

12. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
13. You may designate a third party as an additional contact to receive notices of past due balances for your electrical charges, notifications relating to the disconnection of service, or other credit actions.
14. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.
15. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving the Unit, including the Unit's submeter.
16. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Unit.
17. If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.
18. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:

By: QB Properties LLC

Jozef Pjetrushii (QB Properties LLC)

Date



Signed by Kathlyn Coniando Borres

Sat Apr 4 2026 05:38:09 PM EDT

Key: CD134864; IP Address: 23.38.164.82

Kathlyn Coniando Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:18:26 PM EDT

Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Resident)

Date

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



LIGHTING

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



KITCHEN APPLIANCES

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



HOME ELECTRONICS

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



LAUNDRY

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



THERMOSTAT

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



Initials:

K.B.
CD134864

K.C.
60199115



RIDER TO AMENITIES LICENSE AGREEMENT -
LICENSE FEE TEMPORARY CONCESSION

IT IS HEREBY AGREED this 1st day of May, 2026, by and between QB Properties LLC (hereinafter "Licensor"), owner of the premises known as and located at 72-01 Queens Blvd, Woodside, NY 11377-5117 ("subject premises") and Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton (hereinafter "Licensee"), tenant of Apartment 901 in the subject premises (hereinafter "Apartment") as follows:

- 1. The parties agree that the Licensor offers certain amenities at the subject premises (hereinafter "Amenities"), and that Licensee has signed a license agreement (hereinafter "Agreement"), dated March 31, 2026, to enjoy the Amenities.
- 2. The parties agree that the cost to utilize the Amenities per the Agreement ("License Fee") is \$0.00 per month.
- 3. During the entire term of the Agreement, the Licensee Fee for the Amenities shall remain the sum set forth in ¶ 2 of this Rider; however, the Licensor agrees to provide Licensee with the following concession, representing a temporary concession of the License Fee: a concession equal to \$150.00 for the period from May 1, 2026 through May 31, 2027;
- 4. Said temporary concession is not intended as a preference to govern throughout Licensee's tenancy in the Apartment. Other than during the periods specified at ¶ 3 of this Rider, the full monthly License Fee recited in this Agreement must be paid in order to satisfy Licensee's License Fee obligation. It is acknowledged and agreed by the parties that the License Fee for any subsequent renewal of the Agreement will be based upon the License Fee set by the Licensor, such that the Licensor's willingness and agreement to grant a temporary concession have no effect upon the full amount of the License Fee.
- 5. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

By: **QB Properties LLC**

Jozef Pjetrush (QB Properties LLC)

Date



Signed by Kathlyn Coniando Borres

Sat Apr 4 2026 05:38:28 PM EDT

Key: CD134864; IP Address: 23.38.164.82

Kathlyn Coniando Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton

Thu Apr 2 2026 03:18:42 PM EDT

Key: 60199115; IP Address: 23.38.164.82

Klydelle Chiyuto Clavaton (Resident)

Date

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Kathlyn Coniando Borres	
	2 Business name/disregarded entity name, if different from above	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.) See instructions. 72-01 Queens Boulevard #901	Requester's name and address (optional)
	6 City, state, and ZIP code Woodside, New York 11377	
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.												
Social security number <table><tr><td>7</td><td>5</td><td>1</td><td>4</td><td>7</td><td>9</td><td>7</td><td>9</td><td>3</td></tr></table>or Employer identification number <table><tr><td></td><td></td></tr></table>		7	5	1	4	7	9	7	9	3		
7	5	1	4	7	9	7	9	3				

Part II	Certification
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here



Signed by Kathlyn Coniando Borres
Sat Apr 4 2026 05:38:39 PM EDT
Key: CD134864; IP Address: 23.38.164.82

Kathlyn Coniando Borres (Signature of U.S. Person)

Date



72-01 QUEENS BLVD
WOODSIDE, NEW YORK
APT. # 901
WASHER/DRYER RIDER
(Equipment Included at Start of Lease)

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

ADDITIONAL CLAUSE attached to and forming a part of Lease dated May 1, 2026, between QB Properties LLC, as Owner and Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton as Tenant(s), for Apartment # 901 in premises located at 72-01 Queens Blvd, Woodside, New York.

- 1. Tenant(s) has been advised that the Apartment being leased contains a washer dryer unit ("W/D"). Tenant(s) understands and agree that use of the W/D is governed by this Lease rider. The fee for the use of the W/D is included in the base rent.
- 2. Tenant(s) will only use the W/D in accordance with the manufacturer's instruction manual which has been provided with the W/D. Tenant(s) agrees to familiarize any apartment occupants or other possible W/D users (housekeeper, nanny, etc.) with the proper operating procedures.
- 3. Tenant(s) understand that the W/D needs to be serviced periodically to maintain proper working condition. The Owner may contract with an independent third party to have servicing done for W/D located within the Apartment. *TENANT SHALL BE RESPONSIBLE FOR CONTACTING OWNER TO ARRANGE FOR SUCH PERIODIC SERVICING. IN THE EVENT THE W/D IS MALFUNCTIONING, TENANT SHALL BE RESPONSIBLE FOR CONTACTING OWNER TO ARRANGE FOR SUCH SERVICING.* For instance, Tenant(s) should watch out for water leaks or dripping, excessive lint buildup, unusual odors, unusual noise during operation, and water or venting connection issues.
- 4. The Owner will bear any cost(s) associated with regular maintenance of the W/D as long as the Tenant(s) uses the W/D according to manufacturer's instructions. If use is beyond normal wear and tear, or Tenant has failed to arrange for periodic servicing, the Owner *MAY HOLD TENANT LIABLE AND RESPONSIBLE FOR* any maintenance and/or repair costs to the Tenant(s) associated with this extraordinary use. Maintenance and/or repair and/replacement costs (both parts and labor) shall constitute costs that will be indicated on Tenant's rent bill as "Additional Rent." Tenant(s) understands that they must allow access to the Apartment and W/D in order for any regular maintenance to be performed. Failure to pay "Additional Rent" shall constitute a default under the Lease, which shall permit the Owner to utilize the Tenant's security deposit in accordance with paragraph 4 of the Lease. In such event, Tenant shall be required to replenish the security deposit in accordance with paragraph 4 of the Lease.
- 5. Tenant(s) agree that Tenant(s) shall operate the W/D at their own risk.
- 6. Tenant(s) agree not to attempt any kind of repair, modification or enhancement to the W/D or surrounding area(s). Any work done on the W/D must be contracted by and supervised by the Owner or their representative (Managing Agent, etc.).
- 7. Tenant(s) will be *HELD LIABLE AND* responsible for any damage to the Apartment, apartment(s) adjoining or below the Apartment, as well as the Building if caused by *TENANT'S NEGLIGENT OR* extraordinary use or abuse to the W/D. Tenant(s) agrees to reimburse Owner if Tenant has caused damage.
- 8. Tenant(s) understands that if the W/D is never or rarely used by Tenant, broken, out of service for any reason or no reason at all, it shall not constitute a default or breach of the Tenant's Lease with the Owner and the Tenant(s) is not eligible for any reduction in the monthly rent due on the Apartment under this Lease.
- 9. Because the use of the W/D might be disturbing to adjoining building tenants, the W/D can only be used as follows: Monday through Friday, between the hours of 8:00 AM and 10:00 PM, and Saturday and Sunday, between the hours of 9:00 AM and 9:00 PM. No exceptions will be permitted. *TENANT'S USE OF THE W/D IN OTHER THAN THE PERMITTED HOURS SHALL BE DEEMED A VIOLATION OF A SUBSTANTIAL OBLIGATION OF THE TENANCY.*
- 10. The Owner is not responsible for any loss or damage to personal possessions or persons caused by using the W/D provided.
- 11. Tenant(s) agree that the W/D is only being supplied exclusively for their own personal use. Tenant(s) will not use W/D for others, including other tenants in the building who may or may not have such W/D.
- 12. The W/D supplied with the Apartment is operated by electricity. The cost(s) associated with the operation of the W/D is the Tenant's/Tenants' sole responsibility.
- 13. This permission to use the W/D in the Apartment is not assignable to any other unit in the building or individual.
- 14. Tenant(s) may not replace the W/D provided.
- 15. No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

By: **QB Properties LLC**

Jozef Pjetrushii (QB Properties LLC)



Signed by Kathlyn Coniando Borres
Sat Apr 4 2026 05:39:34 PM EDT
Key: CD134864; IP Address: 23.38.164.81

Kathlyn Coniando Borres (Resident)

Date



Signed by Klydelle Chiyuto Clavaton
Thu Apr 2 2026 03:18:56 PM EDT
Key: 60199115; IP Address: 23.198.14.137

Klydelle Chiyuto Clavaton (Resident)

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: **Kathlyn Coniando Borres and Klydelle Chiyuto Clavaton**
Tenant's Address: **72-01 Queens Boulevard, Woodside, NY 11377** Apartment Number: **901**

 **Signed by Kathlyn Coniando Borres**
Sat Apr 4 2026 05:39:43 PM EDT
Key: CD134864; IP Address: 23.47.58.133

Kathlyn Coniando Borres (Resident) Date

 **Signed by Klydelle Chiyuto Clavaton**
Thu Apr 2 2026 03:19:18 PM EDT
Key: 60199115; IP Address: 23.38.164.81

Klydelle Chiyuto Clavaton (Resident) Date

Return this form to:

Name of landlord (owner or managing agent): **QB Properties LLC**
Address of landlord (owner or managing agent): **7201 Queens Blvd, Woodside, NY 11377-5117**

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