

STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
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PREAMBLE: This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

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

THIS LEASE is made as of **April 30, 2026**

between owner (hereinafter referred to as "Owner" or "Lessor"), **84 North Realty Street LLC**

whose address is **494 8th Avenue 4th floor, New York, New York 10001**

and Tenant (hereinafter referred to as "Tenant" or "Lessee"), **Vivienne Mueller, Sophia Peck, and Fabia Emblem**

whose address is **230 East 27th Street #5, New York, NY 10016 230 East 27th Street #5, New York, NY 10016 230 East 27th Street #5, New York, NY 10016**; respectively.

- 1. APARTMENT AND USE** Owner agrees to lease to Tenant Apartment **5** (the "Apartment") in the building at **230 East 27th Street, New York, NY 10016** (the "Building").

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

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

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

- 2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE** The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **May 15, 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, the Term of this Lease may be reduced or extended as provided for herein.

3. RENT

- A.** "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$5,800.00** 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., **\$5,800.00**);
 - (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 16th 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 give Owner a document in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the date Rent commences under this Lease (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 _____ 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 Tenant 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 **\$5,800.00** (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 **Webster Bank** bank at **Two Blue Hill Plaza Second Floor Pearl River, NY 10965**. 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 Security Deposit 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



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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



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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. [N/A]

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 any other tenant's lease except to the extent required by law.



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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 Apartment 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.

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) [N/A]

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. 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



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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's 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 15.

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).



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- 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/or Additional Rent within fourteen (14) days after such written fourteen (14) demand for Rent and/or Additional Rent 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



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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



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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 CERTIFICATES AND ACKNOWLEDGMENTS 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, addressed to each of the following parties:

If to Owner:

With a copy to:

If to tenant: at Apartment, subsequent to Commencement Date

Prior to Commencement Date:

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 certified or registered mail.

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.



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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 of 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 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 (iii) 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 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 setoff 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.



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30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and/or 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.

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) 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. [N/A]

34. BROKER

- A. [N/A]
- 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



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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. [N/A]

A. [N/A]

B. [N/A]

C. [N/A]

36. [N/A]

37. [N/A]

38. PETS

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. [N/A]

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 **\$350.00** 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



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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.



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- 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** All bicycles are expressly forbidden in the Apartment.
- 60. [N/A]**
- 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.
- 65. FLOOD RISK AND HISTORY NOTICE** Tenant and Owner shall sign and complete the flood risk and history notice form annexed as a rider to this Lease.



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SIGNATURES CONTINUED ON NEXT PAGE



Initials:



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

BY: 84 NORTH REALTY STREET LLC

Kevin Portillo (Owner/Agent)	Date
 Signed by Vivienne Mueller Thu Apr 30 2026 08:30:42 PM EDT Key: D965E555; IP Address: 23.47.58.153	
Vivienne Mueller (Tenant)	Date
 Signed by Sophia Peck Fri May 1 2026 09:45:30 AM EDT Key: 6FA615F1; IP Address: 23.47.58.153	
Sophia Peck (Tenant)	Date
 Signed by Fabia Emblem Fri May 1 2026 09:56:53 AM EDT Key: F138B8D0; IP Address: 23.47.58.133	
Fabia Emblem (Tenant)	Date



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

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): **Vivienne Mueller, Sophia Peck, and Fabia Emblem**

Subject Premises: **230 East 27th Street #5, New York, NY 10016**

Apt.#: **5**

Date of vacancy lease: **May 15, 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:

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:31:03 PM EDT

Key: D965E555; IP Address: 23.38.164.82

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:45:48 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.153

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:56:58 AM EDT

Key: F138B8D0; IP Address: 23.38.164.81

Fabia Emblem (Tenant)

Date



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E-TRANSPORTATION DEVICE RIDER

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE LEASE OR ANY OTHER RIDERS THERETO, 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 AND/OR ITS RIDERS IS/ARE DEEMED MODIFIED HEREBY. E-TRANSPORTATION DEVICE RIDER TO LEASE DATED April 30, 2026 BETWEEN 230 East 27th Street, LANDLORD AND Vivienne Mueller, Sophia Peck, and Fabia Emblem AS TENANT(S) FOR APT 5, 230 East 27th Street, New York, NY 10016 (the "Building").

E-Transportation Devices. Tenant will not bring, store, charge, use, and/or allow any electric bicycles, electric scooters or other electric-transportation devices, and the corresponding lithium-ion battery that powers or operates the aforementioned devices, (except wheelchairs or other mobility devices designed for use by persons with disabilities) in any area of the Building, including any bike room therein and/or in Tenant's Apartment. Any violation of this Rider will be deemed a default under the Lease and will allow Owner to utilize any and all remedies set forth in the Lease, including, but not limited to, Lease termination.

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:31:26 PM EDT

Key: D965E555; IP Address: 23.38.164.82

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:46:00 AM EDT

Key: 6FA615F1; IP Address: 23.38.164.82

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:57:03 AM EDT

Key: F138B8D0; IP Address: 23.38.164.82

Fabia Emblem (Tenant)

Date



Initials:

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FAIR CHANCE ACT RIDER

RIDER ATTACHED TO AND FORMING A PART OF THE LEASE DATED **APRIL 30, 2026** BETWEEN **230 EAST 27TH STREET** (OWNER) AND **VIVIENNE MUELLER, SOPHIA PECK, AND FABIA EMBLEM** (TENANT) REGARDING APARTMENT **5** (THE APARTMENT) IN THE PREMISES LOCATED AT **230 EAST 27TH STREET, NEW YORK, NEW YORK**. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

Tenant understands that this Lease shall not become effective until it has been executed by Owner and the executed Lease has been delivered to Tenant. Upon receipt of the Lease from Tenant, bearing Tenant's signature on the Lease and on all applicable riders, Owner will perform a criminal background check on Tenant and all other proposed occupants of the Apartment. Based on the results of that criminal background check, owner may elect to revoke its offer of this Lease in the event the criminal background check reveals any of the following: (1) any conviction of Tenant or any other proposed occupant of the Apartment that has been registered on the sex offense registry maintained by any state of the United States or by the federal government of the United States; (2) any other misdemeanor conviction of Tenant or any other proposed occupant of the Apartment under the laws of New York or any other jurisdiction where less than three years have passed from the date of release from incarceration, or the date of sentencing if no sentence of incarceration was imposed; or (3) any other felony conviction of Tenant or any other proposed occupant of the Apartment under the laws of New York or any other jurisdiction where less than five years have passed from the date of release from incarceration, or the date of sentencing if no sentence of incarceration was imposed. In the case of convictions involving items (2) and (3), Owner will not revoke its offer of this Lease if all of the convictions have been sealed, expunged, the subject of an executive pardon, the subject of relief from disabilities, or otherwise legally nullified or vacated. In the event Owner intends to take any adverse action as a result of the criminal background check described above, Owner will provide Tenant with a written copy of the criminal background check. Once the background check has been provided, Tenant will have five (5) business days within which to notify Owner in writing of any alleged errors in the criminal background check, and offer any other documentation and/or statements that Tenant believes support Owner proceeding with the Lease rather than revoking its offer to rent the Apartment to Tenant. In the event Tenant does submit documentation and/or statements, Owner will evaluate any such submission. Whether or not Tenant elect to make such a submission, in the event Owner elects to revoke its offer of this Lease to Tenant or otherwise take any adverse action involving the Lease and/or Tenant's occupancy of the Apartment, Owner will provide Tenant with a written copy of an explanation of the basis for its decision, which will set forth how the criminal history of Tenant or any other proposed occupant of the Apartment is relevant to the Owner's legitimate business interest; and how any submission by the Tenant was taken into account in the Owner's decision. During the time when Owner is conducting its criminal background check, and until such time as Owner elects to either revoke or proceed with this Lease offer, Owner will not market the Apartment to any third parties.

Tenant acknowledges receipt of a written copy of New York City's Fair Chance Housing Notice, which summarizes Tenant's rights under New York City's Fair Chance Housing Law. Tenant further acknowledges Owner's right to perform a criminal background check on any proposed occupants of the Apartment. Tenant accordingly represents and warrants that they have fully and truthfully disclosed all persons who will be residing in the Apartment. In the event Tenant has failed to fully and truthfully disclose the identity of all such persons and provided sufficient accurate pedigree information on them, such omission shall be an incurable breach of the Lease and Owner shall be entitled to terminate the Lease and recover possession of the Apartment.

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:31:38 PM EDT

Key: D965E555; IP Address: 23.38.164.82

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:46:11 AM EDT

Key: 6FA615F1; IP Address: 23.38.164.81

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:57:08 AM EDT

Key: F138B8D0; IP Address: 23.47.58.133

Fabia Emblem (Tenant)

Date



Initials:

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FIRE SAFETY PLAN

I/We, Vivienne Mueller, Sophia Peck, and Fabia Emblem, of Apartment 5 located in the building known as 230 East 27th Street, New York, NY 10016 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 _____.

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 84 North Realty Street LLC Date: April 30, 2026

Received by:



Signed by Vivienne Mueller

Thu Apr 30 2026 08:32:55 PM EDT

Key: D965E555; IP Address: 23.38.164.82

Vivienne Mueller (Received)

Date



Signed by Sophia Peck

Fri May 1 2026 09:46:26 AM EDT

Key: 6FA615F1; IP Address: 23.38.164.82

Sophia Peck (Received)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:57:13 AM EDT

Key: F138B8D0; IP Address: 23.38.164.82

Fabia Emblem (Received)

Date

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to 84 North Realty Street LLC



Initials:



FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: 230 East 27th Street
 ADDRESS: 230 East 27th Street, New York, NY 10016

BUILDING OWNER/REPRESENTATIVE:

Name: 84 North Street Realty, LLC
 Address: 826 Broadway 11th Fl New York, NY 10003
 Contact: 84 North Street Realty, LLC Telephone: 212-353-8223 Mobile: 212-353-8223

BUILDING INFORMATION:

Year of Construction: 1940
 Type of Construction: Non-Combustible
 Number of Floors: 6 Above Ground 1 Below Ground
 Sprinkler System: No
 Fire Alarm: No
 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 Staircases, Fire Escapes on each floor			

Other Information:

DATE PREPARED: 8/28/2018

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: 230 East 27th Street

ADDRESS: 230 East 27th Street #5, New York, NY 10016

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



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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.



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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.



Initials:



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.



Initials:

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FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

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

The owner of **230 East 27th Street, New York, NY 10016** Apt #5 ("Leased Premises") hereby provides such notice by checking one of the following options:

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

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

NOTICE TO TENANT: Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (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.

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:37:41 PM EDT

Key: D965E555; IP Address: 23.38.164.81

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:47:30 AM EDT

Key: 6FA615F1; IP Address: 23.38.164.81

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:57:31 AM EDT

Key: F138B8D0; IP Address: 23.47.58.140

Fabia Emblem (Tenant)

Date

(6/2023)



Initials:



I, **Marian Mueller** ("Guarantor"), with an address at _____ understand that you, **230 East 27th Street** ("Owner") have leased a residential dwelling, Apartment **5, 230 East 27th Street, New York, NY 10016**, to **Vivienne Mueller, Sophia Peck, and Fabia Emblem** ("Tenant") pursuant to a lease dated as of **April 30, 2026** (the "Lease") conditioned on my signing this guaranty.

I, the Guarantor of the Lease, hereby agree to the following:

1. **Guarantee of Performance.** Guarantor guarantees, unconditionally and absolutely, the full and faithful performance and observance of all covenants, terms, and conditions of the Lease provided to be performed and observed by Tenant, expressly including, without limitation, the payment of rent, when due, under the Lease.
2. **Lease Modification, Renewal, or Extension.** If the Lease is modified, renewed, or extended, or if the Tenant holds over beyond the term of the Lease, or any renewal, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance of all the covenants, terms and conditions of the Lease and of any modification, renewal, holdover, or extension thereof.
3. **Tenant's Sublet or Assignment.** This Guaranty shall remain in effect if the Tenant sublets or assigns whether or not the Guarantor receives notice of such sublet or assignment or has consent to it.
4. **Binding on Successor and Assigns.** This Guaranty and all the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representatives of Guarantor and shall inure to the benefit of the successors, assigns, and legal representatives of Owner.
5. **Joint and several liabilities.** The liability of Guarantor is co-extensive with that of Tenant and also joint and several, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto. Guarantor further agrees that in any action or proceeding brought by Owner against Tenant, the Guarantor does not have to be joined as party thereto.
6. **No Demand Needed.** Owner may proceed against the Guarantor without first making demand against Tenant and without first bringing any action or proceeding against Tenant and without joining Tenant as a party-defendant.
7. **Waiver of Right to Default Notice.** Guarantor does not require any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms, conditions of the Lease. Guarantor expressly waives the right to receive such notice.
8. **Tenant's Bankruptcy.** Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty, nor any remedy for the enforcement thereof, shall be impaired, modified, released, or limited in any way by any impairment, modification, release, or limitation of the liability of Tenant or Tenant's or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting same.
9. **Service of Process.** Guarantor irrevocably appoints Tenant as its agent for service of process relating to this Guaranty.
10. **Venue and Interpretation of Guaranty.** Venue for any action or proceeding arising out of this Guaranty shall be in New York County or Kings County in the State of **New York**. This Guaranty shall be governed by and interpreted under the laws of, and enforced in the courts of, the State of **New York**.
11. **Waiver of Jury Trial.** Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Owner against Guarantor in respect of this Guaranty.
12. **Owner's Legal Expenses.** Guarantor will pay to Owner all of Owner's expenses including, but not limited to, attorney's fees that Owner incurs in enforcing this Guaranty.
13. **No Waiver by Owner.** Owner's failure or delay in exercising any rights under the Lease or Guaranty in sending any notices, demands, or requests, or in requiring strict performance or observance or any term or covenant of the Lease, shall not waive any of Owner's rights created by this Guaranty.
14. **If any provision of this Guaranty or its application to any person or circumstances is invalid or unenforceable to any extent, the remainder of this Guaranty, or the applicability of such provision to other persons or circumstances, shall be valid and enforceable to the fullest extent permitted by law and shall be deemed to be separate from such invalid or unenforceable provisions.**



Initials:

V.M.
0965E538

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F138B806

GUARANTOR:



4/30/2026
08:57 PM EDT

Marian Mueller

Date

Social Security Number: _____

State of New York)
SS.:

County of _____)

On the ____ day of _____, 20____, before me, the undersigned, personally appeared **Marian Mueller**, known to me or proved to me by satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that, by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Initials:



LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

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

I, **230 East 27th Street** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

84 North Realty Street LLC

Kevin Portillo (Owner/Agent)

Date



Initials:



What Tenants 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 asthma 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 property owners 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.



Avoid using pesticides and chemicals with strong smells (for example, cleaning products, air fresheners).



Place food in sealed containers. Keep counters and sinks clean. Get rid of clutter such as newspapers and paper bags.



Tell property owners or building superintendents (also known as supers) right away if there are pests, water leaks, or holes or cracks in the walls and floors.



Use garbage cans with tight-fitting lids.



Let building staff into homes to make any needed repairs.



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes.



Call **311** if property owners or supers do not fix the problem or if repair work is being done unsafely

If you are a tenant and you or your child has moderate or severe persistent 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 property owner responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

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



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



Initials:

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What Property Owners Must Do to Keep Homes Free of Pests and Mold

New York City law requires all private building owners with three or more apartments to keep their tenants' homes free of pests and mold. The law also applies to property owners of housing units (such as co-ops, condos, shelters or public housing) where a tenant has asthma. This includes safely fixing the conditions that cause these problems.



All property owners must 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.



All property owners must safely remove indoor mold and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move furniture away from work areas or cover with plastic sheeting before cleaning.
- Limit the spread of dust. Use methods such as sealing off openings (for example, doorways, ventilation ducts) and gently misting the moldy area with water and soap or a mild detergent, before cleaning.
- Clean moldy areas with water and soap or a mild detergent. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- 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, property owners **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



Owners of private buildings with three or more apartments must also:

- **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. Respond to tenant complaints or requests for an inspection.
- **Provide a copy of this fact sheet** and a notice with each tenant's lease that clearly states the property owner's and tenant's responsibilities to keep the building free of indoor allergens.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.

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

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Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



Initials:

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Lo que los inquilinos deberían saber respecto a la presencia de alérgenos en interiores (Ley Local 55 de 2018)

Los alérgenos son elementos del ambiente que hacen que la calidad del aire del interior no sea buena. Pueden causar ataques de asma o empeorar los síntomas del asma. Los desencadenantes del asma más frecuentes incluyen la presencia de cucarachas y ratones, moho y hongos, y productos químicos con olores fuertes, como los productos de limpieza. Las condiciones ambientales y estructurales, como las fugas y las grietas en las paredes que a menudo se encuentran en viviendas en malas condiciones de mantenimiento, causan niveles más altos de alérgenos.

La ley de la Ciudad de Nueva York exige a los propietarios que tomen medidas para mantener las casas de sus inquilinos sin plagas y sin moho. Esto incluye la reparación segura de las condiciones que causan estos problemas. Los inquilinos también tienen que ayudar con la prevención de los alérgenos en interiores.

LOS INQUILINOS DEBEN:



Mantener su casa limpia y seca.



Evitar usar plaguicidas y productos químicos con olores fuertes (por ejemplo, productos de limpieza, desodorizantes).



Guardar la comida en recipientes herméticos, mantener los mostradores y fregaderos limpios, además de eliminar el desorden, como cartones, periódicos y bolsas de papel.



Avisar inmediatamente a los propietarios o superintendentes del edificio (también conocidos como "supers") si hay plagas, fugas de agua u orificios o grietas en las paredes y los pisos.



Usar contenedores de basura con tapas herméticas.



Permitir que el personal del edificio entre a sus casas para hacer las reparaciones necesarias.



Sacar la basura y artículos para reciclaje todos los días y atar las bolsas de basura antes de colocarlas en las canaletas de compactación.



Llame al **311** si los propietarios o superintendentes no reparan el problema o hacen los trabajos de reparación de manera poco segura.

Si usted es inquilino y usted o su hijo tienen asma persistente de moderada a grave, y en su casa hay plagas o moho, su médico puede pedir una inspección ambiental gratuita de su casa por medio del registro en línea del Departamento de Salud de la Ciudad de Nueva York. Para obtener más información, hable con su médico o llame al 311.

Para obtener más información sobre las responsabilidades del propietario, y de la reparación segura de los riesgos de alérgenos en interiores, consulte la parte de atrás de esta hoja informativa.

Para obtener más información sobre cómo controlar el asma de manera segura, visite nyc.gov/health/asthma.

Spanish

NYC

Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



Initials:

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Lo que deben hacer los propietarios para mantener las casas sin plagas y sin moho

La ley de la Ciudad de Nueva York exige que todos los propietarios de edificios privados con tres o más apartamentos mantengan las casas de sus inquilinos sin plagas y sin moho. La ley también se aplica a los propietarios de unidades de vivienda (como edificios cooperativos, condominios, refugios o viviendas públicas) donde un inquilino tenga asma. Esto incluye la reparación segura de las condiciones que causan estos problemas.



Todos los propietarios deben seguir las prácticas de manejo integrado de plagas (IPM) para controlar de manera segura las plagas y reparar los problemas relacionados con los edificios que causan los problemas de plagas.

- Eliminar los nidos de las plagas y limpiar exhaustivamente los desperdicios de las plagas y otro tipo de restos con una aspiradora HEPA. Asegurarse de que no se levante polvo al limpiar.
- Reparar y sellar cualquier orificio, espacio o grieta que haya en paredes, techos, pisos, molduras, zócalos, alrededor de tuberías y conductos, y alrededor y dentro de armarios.
- Colocar perfiles tapapolvo en todas las puertas que conduzcan a corredores, sótanos o al exterior.
- Eliminar todas las fuentes de agua accesibles a las plagas mediante la reparación de drenajes, grifos y otro material de plomería que acumule agua o tenga fugas.
- Usar plaguicidas con moderación. Si es necesario usar plaguicidas para corregir una infracción, debe aplicarlos un profesional en plagas autorizado del Departamento de Conservación Ambiental del Estado de Nueva York.



Todos los propietarios deben eliminar el moho de los interiores y reparar de manera segura los problemas que lo causan.

- Eliminar el agua estancada y reparar las fugas y condiciones de humedad.
- Alejar los muebles de las áreas de trabajo o cubrirlos con láminas de plástico antes de limpiarlos.
- Limitar la propagación de polvo. Usar métodos como sellar aberturas (por ejemplo, entradas, conductos de ventilación) y rociar ligeramente agua y jabón o detergente suave sobre las áreas enmohecidas antes de limpiar.
- Limpiar las áreas con moho con agua y jabón o con un detergente suave. Secar completamente el área que se limpió.
- Limpiar el polvo visible en el área de trabajo con trapeadores húmedos o aspiradoras con filtros HEPA.
- Eliminar todos los desechos de la limpieza en bolsas de plástico resistentes y sellarlas de manera segura.
- Para limpiar 10 pies cuadrados (0.92 metros cuadrados) o más de moho en un edificio con diez o más apartamentos, los propietarios **deben** usar un asesor y reparador de espacios con moho autorizado del Departamento de Trabajo del Estado de Nueva York. Estos trabajadores autorizados deben cumplir la sección 24-154 del Código Administrativo de la Ciudad de Nueva York y el artículo 32 de la Ley Laboral del Estado de Nueva York.



Los propietarios de edificios privados con tres o más apartamentos también deben:

- **Inspeccionar cada apartamento y las áreas comunes del edificio** en busca de infestaciones de cucarachas o roedores, moho y las condiciones que causan estos peligros, al menos una vez al año y más a menudo si es necesario. Responder a las quejas de los inquilinos o a sus solicitudes de inspección.
- **Entregar una copia de esta hoja informativa** y un aviso con cada contrato de arrendamiento que claramente establece las responsabilidades del propietario y del inquilino para mantener el edificio sin alérgenos en interiores.
- Asegurarse de que los apartamentos desocupados estén exhaustivamente **limpios y sin plagas y sin moho** antes de que se mude un nuevo inquilino.

Para obtener más información sobre las responsabilidades y de la reparación segura de los riesgos de alérgenos en interiores, visite nyc.gov/hpd y busque “indoor allergen hazards” (peligros de los alérgenos en interiores).



Signed by Vivienne Mueller

Thu Apr 30 2026 08:38:59 PM EDT

Key: D965E555; IP Address: 23.47.58.153

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:48:31 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.140

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:57:51 AM EDT

Key: F138B8D0; IP Address: 23.47.58.153

Fabia Emblem (Tenant)

Date



Initials:



LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR THE PREVENTION OF LEAD BASED PAINT HAZARDS -- INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his/her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:

- ☐ A child under six years of age resides in the unit
☐ A child under six years of age does not reside in the unit

Print occupant's name, address and apartment number:

Vivienne Mueller, Sophia Peck, and Fabia Emblem, 230 East 27th Street #5, New York, NY 10016.

(Not applicable to renewal leases) Certification by owner: I certify that I have complied with the provisions of §27-2086.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder related to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:39:07 PM EDT

Key: D965E555; IP Address: 23.47.58.153

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:48:44 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.140

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:57:59 AM EDT

Key: F138B8D0; IP Address: 23.47.58.153

Fabia Emblem (Tenant)

Date



Initials:



AVISO ANUAL PARA MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual añualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. **POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.**

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente. Usted tambien debe de informarle al dueño por escrito si el niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad, usted tiene que informarle al dueño inmediatamente. Usted puede solicitar que el dueño le de una copia de los archivos de la inspección visual hecha en su unidad.

Llene el formulario por favor este y vuelva una copia al dueño o su agente o representante cuando usted firma la ocupación de lease/commence de la unidad. Mantenga una copia de este formulario para su informacion. Usted debe también recibir una copia de un folleto desarrollado por el departamento de New York City de la salud y de la higiene mental que explica sobre peligros conducir-basados de la pintura cuando usted firma su ocupación de lease/commence.

MARQUE UNO:

- ☐ Vive un niño menor de seis años de edad en la unidad.
- ☐ No vive un niño menor de seis años de edad en la unidad.

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificacion de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

Return this form to / Devuelva este fomulario a: 494 8th Avenue, New York, NY 10001

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS -- OWNER: COPY/OCCUPANT COPY



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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: 230 East 27th Street
UNIT OR APARTMENT NUMBER: 5
CITY/TOWN/VILLAGE: New York
STATE: NY
ZIP CODE: 10016

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



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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



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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):



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- 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):



Signed by Vivienne Mueller

Thu Apr 30 2026 08:39:44 PM EDT

Key: D965E555; IP Address: 23.47.58.153

Vivienne Mueller (Tenant)

Date



Signed by Sophia Peck

Fri May 1 2026 09:49:26 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.140

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:58:13 AM EDT

Key: F138B8D0; IP Address: 23.38.164.81

Fabia Emblem (Tenant)

Date



Initials:



SMOKE-FREE BUILDING RIDER

1. The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product, or e-cigarettes, vape or similar products in any manner or in any form.
2. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
3. Tenant is responsible for the actions of their household, their guests and visitors. Failure to adhere to any conditions of this Rider will constitute both a material non-compliance with the lease agreement and a serious violation of the Lease Agreement. In addition, Tenant may incur a fine as penalty and will be responsible for all costs to remove smoke odor or residue upon any violation of this Rider.
4. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the premises as smoke-free, do not make the Landlord, or any of its managing agents, the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas.

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:39:51 PM EDT

Key: D965E555; IP Address: 23.47.58.133

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:49:36 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.153

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:58:17 AM EDT

Key: F138B8D0; IP Address: 23.47.58.140

Fabia Emblem (Tenant)

Date



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Section 12-12.1 of Chapter 12 of Title 28 of the Rules of the City of New York describes conditions under which a combined notice may be used, combining notice of suspected gas leak procedures with notice for smoke detectors and carbon monoxide detectors. A sample of a combined notice is below:

NOTICE FOR SUSPECTED GAS LEAKS, SMOKE DETECTING DEVICES, AND CARBON MONOXIDE ALARMS

The law requires the owner of the premises to notify tenants regarding the following:

Suspected Gas Leak Procedure: When a tenant suspects that a gas leak has occurred, the tenant 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 **Con Edison**

Number **(800) 752-6633**

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 **\$0.00** per alarm, or a maximum of **\$0.00** 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.



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OCCUPANCY USE RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED APRIL 30, 2026 BETWEEN 230 EAST 27TH STREET (OWNER) AND Vivienne Mueller, Sophia Peck, and Fabia Emblem (TENANT) REGARDING APARTMENT 5 IN THE PREMISES LOCATED AT 230 EAST 27TH STREET, NEW YORK, NY, 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. Supplementing the terms, covenants and conditions of the Lease, Tenant acknowledges and agrees that the Apartment may be occupied for permanent residence purposes only by the Tenant and his/her immediate family. Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently or as a temporary abode for individuals who are lodged with or without meals, including, but limited to, occupancy for less than thirty (30) days. By way of example, and without limitation to the foregoing, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a "bed and breakfast," rooming house, boarding house or as a dwelling occupied by transient boarders, roomers, or lodgers. The Apartment shall at all times be occupied as a "Class A" multiple dwelling in full compliance with the Multiple Dwelling Law. In addition, Tenant shall not advertise the Apartment for short term rentals and/or sublets with any company and/or on any internet site, newspaper, email, social media, magazines, flyers, handbills, television commercials, radio, signage, direct mail, or text messages or any other method of advertising including, but not limited to, Airbnb, which company or internet site provides a platform to connect person(s) who offer short term accommodations to individuals who wish to utilize short term accommodations. Tenant acknowledges that a default under this Article is a material breach of a substantial obligation of this Lease and Owner has the right to cancel this Lease in accordance with the terms hereof.
2. Tenant further acknowledges and agrees that s/he has been advised that the use of the Apartment for transient housing is a violation of law, including, but not limited to, the Multiple Dwelling Law, which could subject the Owner to fines and penalties. Tenant agrees that in the event it breaches this provision, and Owner is subject to such fines or penalties, Tenant hereby fully indemnifies and holds Owner harmless from and against any such fines and/or penalties shall be fully liable to Owner for same, which amounts shall constitute additional rent under this Lease.
3. Tenant further acknowledges and agrees that, in the event Owner learns of such transient use of the Apartment, Owner shall have the absolute right, in its sole and absolute discretion, to refuse to admit such occupants to the Building.
4. Tenant acknowledges that Owner has entered into this Lease in reliance on Tenant's agreement to fully comply with the preceding paragraph and that Owner would not have otherwise entered into this Lease but-for the foregoing covenants from Tenant. Accordingly, Tenant acknowledges and agrees that Tenant's failure to comply with the preceding paragraph shall be a material breach of this Lease that is not be curable under any circumstance, and that in the event Tenant breaches this provision, notwithstanding anything else contained in this Lease, Owner may immediately terminate this Lease upon service of a seven (7) day notice of termination on Tenant.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:40:19 PM EDT

Key: D965E555; IP Address: 23.38.164.81

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:49:53 AM EDT

Key: 6FA615F1; IP Address: 23.38.164.81

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:58:25 AM EDT

Key: F138B8D0; IP Address: 23.47.58.140

Fabia Emblem (Tenant)

Date



Initials:

V.M.

D965E555

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6FA615F1

F.E.

F138B8D0

INFO SHEET FOR PROPERTY MANAGEMENT SYSTEM

Tenant 1:

Name: **Vivienne Mueller**

Email: **V.a.mueller55@gmail.com**

Mobile Phone:

DOB:

Social Security Number:

Tenant 2:

Name: **Sophia Peck**

Email: **sophiagpeck@gmail.com**

Mobile Phone:

DOB:

Social Security Number:

Tenant 3:

Name: **Fabia Emblem**

Email: **Fabia.d.emblem@gmail.com**

Mobile Phone:

DOB:

Social Security Number:

Guarantor Name: **Marian Mueller**

The Guarantors Y or N: **N**

Pet Breed: _____

230 East 27th Street
230 East 27th Street
230 East 27th Street
New York, NY 10016

April 30, 2026

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 property management by e-mailing residents@lisamgmt.com. You will need to show 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.

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 doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

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

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

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



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How to File a Complaint

A complaint must be filed with the Division within one year 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 with questions about your rights. 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.



Initials:



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) 353-8223**. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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

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

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

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

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

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

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

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



Initials:

V.H.

0905E535

S.P.

8PA015F1

F.E.

F138B806

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.

** 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 Vivienne Mueller
Thu Apr 30 2026 08:41:28 PM EDT
Key: D965E555; IP Address: 23.38.164.82

Vivienne Mueller (Tenant)

Date



Signed by Sophia Peck
Fri May 1 2026 09:50:25 AM EDT
Key: 6FA615F1; IP Address: 23.38.164.81

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem
Fri May 1 2026 09:58:39 AM EDT
Key: F138B8D0; IP Address: 23.47.58.140

Fabia Emblem (Tenant)

Date

REQUIRED RENTER'S INSURANCE RIDER

This Rider ("Rider") is attached to and made part of the Lease Agreement (the "Lease") dated **April 30, 2026**, between **230 East 27th Street** ("Owner" or "Landlord") and **Vivienne Mueller, Sophia Peck, and Fabia Emblem** ("Tenant") for Apartment No. **5** at **230 East 27th Street, New York, NY 10016** ("Premises").

1. Insurance Requirement

Tenant shall, at Tenant's sole cost and expense, obtain and maintain throughout the term of the Lease and any renewal or extension thereof a renter's insurance policy ("Policy") issued by a company licensed to do business in the State of New York.

2. Minimum Coverage

The Policy shall provide at least the following:

- Personal liability coverage of not less than **\$300,000.00** per occurrence.
- Coverage for loss or damage to Tenant's personal property in an amount determined by Tenant.
- Additional living expenses coverage in case the Premises becomes uninhabitable.

3. Additional Insured

Landlord, Owner, and Managing Agent shall be named as Additional Insureds under the Policy with respect to liability arising out of Tenant's occupancy of the Premises.

4. Evidence of Coverage

Prior to occupancy, and upon each renewal of the Policy, Tenant shall provide Landlord with a certificate of insurance or declarations page evidencing the required coverage. Tenant's failure to provide such proof shall be deemed a material default under the Lease.

5. Failure to Maintain Insurance

If Tenant fails to maintain the required Policy or fails to provide proof of coverage, Landlord may (i) obtain insurance on Tenant's behalf and charge the cost as additional rent, or (ii) treat such failure as a default under the Lease, subject to the applicable cure period.

6. Disclaimer

Tenant acknowledges that Landlord's insurance does not cover Tenant's personal property or Tenant's liability. Tenant's insurance is for Tenant's protection. Landlord makes no representation as to the adequacy of coverage obtained by Tenant.

7. Survival

The obligations contained in this Rider shall survive the expiration or earlier termination of the Lease.

ACKNOWLEDGEMENT

By signing below, Tenant acknowledges receipt of this Rider and agrees to comply fully with its terms.

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:41:35 PM EDT

Key: D965E555; IP Address: 23.47.58.133

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:50:36 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.140

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:58:46 AM EDT

Key: F138B8D0; IP Address: 23.47.58.140

Fabia Emblem (Tenant)

Date



Initials:

V.M.
D965E555

S.P.
6FA615F1

F.E.
F138B8D0

RIDER TO RESIDENTIAL LEASE

PLEASE ADHERE TO THE RULES WHICH ARE A PART OF THE LEASE AGREEMENT DATED May 15, 2026 FOR 230 EAST 27TH STREET APT. 5 New York, NY 10016.

The parties agree that this rider supplements and is part of the lease dated: May 15, 2026. In the event that there is a conflict between the printed portion of the lease and this typewritten rider, the more restrictive provision construed against the tenant shall prevail.

1. PETS:

Tenant agrees not to keep any pets in the apartment at any time during the term of this lease. Tenant agrees that any breach of this provision by Tenant shall entitle Landlord at its option to notify Tenant in writing that any pet kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Any breach of this provision shall constitute a default of this lease. Landlord shall have the right to elect to terminate this lease and Tenant's possession of the apartment in the manner provided in this lease. Tenant also agrees to bear full responsibility for any and all damages resulting from harboring pet and/or from breach of this paragraph.

2. SECURITY DEPOSIT:

It is expressly understood and agreed that ***in no event*** shall the security deposit be construed as prepayment of any rent coming due under this lease. Tenant's security deposit may ***not*** be used as Tenant's last month rent in any circumstance.

3. SMOKE & CARBON MONOXIDE DETECTORS:

The apartment has smoke and carbon monoxide detectors(s) and tenant agrees to maintain all smoke detectors in the apartment and replace batteries as required. There is a one-time charge of **\$10.00** for the smoke detector. Landlord will not replace batteries in missing smoke detectors.

4. LATE FEES: Any rents received by Landlord after the **8th** day of the month in which said rents become due, will be subject to a late charge of of past due rent. This charge shall be in addition to any rents or legal fees, which may become due and payable pursuant to the provisions of this lease.

5. APPLIANCES AND OTHER EQUIPMENT:

A. All appliances such as refrigerator and stove are the property of the Landlord. In no event shall the Tenant move, replace or dispose of said appliances without the written consent of Management. Any malfunction of the appliances(s) shall be reported to the Superintendent or directly to Management. In no event shall Tenant repair or replace any appliances on his or her own. All appliances and other equipment shall remain in the apartment when Tenant moves out.

B. Tenant is strictly forbidden to touch, fix, or replace any parts of the plumbing or electrical systems in the apartment or in the building. Tenant also agrees that the Tenant will be responsible for any and all damages resulting from this breach by the Tenant of this paragraph.

C. Management shall not be liable for damage to the appliances or equipment supplied by Landlord, caused by Tenant's acts of negligence or misconduct. Tenant will be responsible for repair or replacement of any appliance caused by negligence or misconduct. Tenant shall not receive any rent abatement or rent reduction for lack of services caused by Tenant's own acts of negligence or misconduct.

6. WASHING MACHINES AND DRYERS:

Under no circumstances shall the Tenant install, have or use a washing machine or dryer in his or her apartment unless the apartment is leased with such appliances already installed by Landlord. If any such appliance is found or reported to have been seen in the Tenant's apartment, Management will hold Tenant liable and responsible for all damages and water consumption caused by said appliance. Tenant agrees that any breach of this provision by Tenant shall entitle Management at its option to notify Tenant in writing that any washing machine and/or dryer kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Management shall have the right to elect to terminate this lease and Tenant's possession of the apartment.

7. AIR CONDITIONERS:

Tenant acknowledges that he or she is renting his or her unit from Landlord without an air-conditioning unit. Tenant may install a window unit only and it **MUST BE PROFESSIONALLY INSTALLED** at Tenant's expense. Tenant agrees to maintain responsibility for installed unit. Tenant hereby also agrees to remove its air-conditioning unit at the end of tenant's term.

8. HALLWAYS AND OTHER PUBLIC AREAS:

Tenant shall keep public hallways and other public areas clean and neat. Tenant is not allowed to urinate, smoke, loiter,



Initials:

V.H.

0905ES3

S.P.

09A015F1

F.E.

F138B006

graffiti paint and/or to dispose of unwanted household items in the public areas of the building. Tenant is not allowed to store items and/or to dry laundry in the public hallways. Management will allow the Superintendent to remove and/or discard all items kept by Tenant in the hallways. Management is not responsible for damage caused to such items.

9. RENT:

Notwithstanding anything hereinabove to the contrary, upon Tenant's failure to pay rent, a demand notice may be orally given or may be served pursuant the New York Real Property Law.

10. BOUNCED OR RETURNED CHECKS:

Tenant agrees to pay a minimum charge of **\$20.00** for all checks returned to the Landlord or Management drawn on an account with insufficient or uncollected funds. Tenant agrees that after two checks are drawn from Tenant's account with insufficient or uncollected funds, the Landlord may demand to only accept rent by certified check or money order.

11. RENTER'S INSURANCE:

Tenant acknowledges that he or she **MUST PURCHASE** his or her own homeowners property and liability insurance (Renter's Insurance). Landlord is not responsible for any damages to Tenant's furniture, carpets, clothing, and other personal belongings stored in the apartment or in other areas of the building. In case of fire, water damage, theft, or other accident or force major landlord will not cover Tenant for loss or damage of above items. Should Tenant purposely or by accident overflow his or her bathtub, sink or toilet and as a result cause damage to the apartment below, tenant may be sued for negligence. Tenant is obliged to furnish Landlord with Evidence of Insurance for the period of his or her initial lease and forever period of lease renewal thereafter. **THIS LEASE MAY BE NULLIFIED AND VOIDED BY LANDLORD IF NO RENTER'S INSURANCE IS MAINTAINED BY TENANT.**

12. KEYS: It is expressly understood and agreed that the Tenant shall furnish a copy of all apartment keys to Management or to the Landlord's agent for emergency repair work. If the Tenant wishes to change or add additional lock(s) to the apartment door, Tenant must obtain permission from Management, and in any case provide Management with a duplicate key. Such new lock(s) shall become affixed to and shall form a part of the building and may not be removed when the Tenant vacates the apartment. In no event may padlocks or hasps be installed on any door. Failure to return all keys to Landlord upon moving out of the apartment will result in a locksmith charge of **\$250.00** off of the Security Deposit amount for each set of keys not returned.

13. UTILITIES AND TELEPHONE SERVICE:

The use of cooking gas and electricity is not included in the rent. Tenant shall apply to the local utility company (Consolidated Edison) for his or her own accounts. Upon lease signing it is the tenant's obligation to contact local utility company to have gas and electricity turned on. In addition, Tenant may at his or her own expense install cable television, phone and high speed internet service. Tenant requires Landlords permission in writing prior to installing dish antennas or satellites on any of the building's roofs or other areas. In no event shall any antenna or satellite be installed on the fire escapes. Landlord reserves the right to remove such equipment if such is found to have been installed without written permission. Tenant will be charged for all costs incurred by the Landlord relating to the removal of antennas and satellites.

Landlord is not responsible to install or provide telephone service or equipment. If apartment has no telephone jacks, tenants may elect to install them at his or her own expense. Landlord will not mediate between tenant and Telephone Company for access or other issues arising from demand for telephone service.

14. SHOWINGS:

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the first month of the lease and for the last two months before the end of the Lease, to show the Apartment to persons who wish to rent an apartment in the building, insurance companies etc..

15. MOVING OUT:

Tenant agrees to provide Landlord with at least 60 days written notice prior to the expiration of the Lease in the event that the Tenant does not desire to renew the terms of the hereof. Tenant agrees that the failure to provide such notice shall result in forfeiture of the Tenant's entire security deposit, without limitation to any of the Landlord's right and remedies.

Tenant agrees to arrange with the Superintendent or with Management for a smooth and orderly move-out proceeding and for remittance of the apartment keys.

Tenant agrees to surrender the apartment in broom clean condition and empty of personal belongings at the latest by 10:00AM on the last day of the term of the lease. Any belongings left after 10:00AM will be considered abandoned & Landlord will charge a fee for disposal.

Tenant will be held responsible for any damage to the common areas or to any portion of its apartment during move-in/move-out, whether caused by the Tenant or its movers.

16. RECYCLING:

Sorting and separating of refuse and trash:

- A. Tenant duties: Tenant agrees to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governmental, departmental, commissions and board regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by owner for the sorting and separating of such recyclable materials.
- B. Management reserves the right, if Tenant fails to comply, to refuse to collect or accept waste products, garbage, or trash that is not separated and sorted as required by law. Tenant shall be responsible at his or her sole cost and expense to arrange for a contractor satisfactory to Owner.
- C. Fine and penalties; indemnification to Management. Tenant shall pay all costs, expenses and fines or damages imposed on Landlord or Tenant by reason of Tenant's failure to comply with paragraphs A and B above, shall indemnify defend and hold Landlord harmless from and against any actions, claims and suits arising from such noncompliance. Tenant's non-compliance with paragraphs A, B, or C shall constitute a violation of a substantial obligation of the tenancy and Management's rules and regulations. Tenant shall be liable to Landlord for any costs or expenses, including legal fees, of any action or proceeding by Owner against Tenant.

17. USE RESTRICTION:

Tenant acknowledges that the cellar accessory space of the apartment, if any, is a recreation room which is not intended for living purposes. Any use of this designated area for living purposes shall be a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

18. CHANGES AND ALTERATIONS TO APARTMENT:

Tenant may not build in, add to, change or alter, the Apartment in any way, including installation of walls, partitions, pressurized walls, or other floor-to-ceiling divider, even if intended as a temporary installation except as otherwise permitted by Landlord in writing. Any violation of this provision shall be deemed a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

19. REPRESENTATIONS, CHANGES IN LEASE:

Tenant has read this Lease. Tenant understands this Lease. All promises made by Landlord are in this Lease. This lease constitutes the entire agreement between the parties. Tenant is not relying on any representations or agreements other than those contained in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

20. DEFAULT:

Landlord reserves its rights to forfeit Tenant's Security Deposit should Tenant default on any of its Lease obligations.

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:41:50 PM EDT

Key: D965E555; IP Address: 23.38.164.81

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:51:01 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.140

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:58:54 AM EDT

Key: F138B8D0; IP Address: 23.38.164.82

Fabia Emblem (Tenant)

Date



Initials:



SPRINKLER SYSTEM NOTICE

230 East 27th Street, New York, NY 10016

PLEASE TAKE NOTICE PURSUANT TO SECTION 231-A OF THE NEW YORK REAL PROPERTY LAW THAT THE APARTMENT YOU ARE LEASING DOES NOT CONTAIN A SPRINKLER SYSTEM.

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:41:58 PM EDT

Key: D965E555; IP Address: 23.47.58.153

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:51:10 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.140

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:58:57 AM EDT

Key: F138B8D0; IP Address: 23.38.164.81

Fabia Emblem (Tenant)

Date



Initials:



SECURITY DEPOSIT RETURN RIDER

This Security Deposit Return Rider (the "Rider") is attached to and made part of the Apartment Lease dated **April 30, 2026** (the "Lease") entered into by and between **230 East 27th Street** (the "Landlord") and **Vivienne Mueller, Sophia Peck, and Fabia Emblem** (collectively, the "Tenant"). This Rider governs the manner in which the Security Deposit shall be returned to Tenant and, to the extent of any conflict between this Rider and the Lease, the provisions of this Rider shall control.

This Rider relates to Apartment # **5** (the "Apartment") located at **230 East 27th Street, New York, NY 10016** (the "Building").

Pursuant to the terms of the Lease, Tenant has delivered to Landlord the sum of **\$5,800.00** (the "Security Deposit"). Where the Tenant consists of more than one individual, the Tenant hereby irrevocably designates the individual listed below as the sole recipient of the return of the Security Deposit, subject to the conditions of the Lease. This designation shall remain binding regardless of which individual originally delivered the Security Deposit to the Landlord.

Designated Recipient of Security Deposit:

Name: **Vivienne Mueller**

Return of Security Deposit

In accordance with New York General Obligations Law §7-108, Landlord shall return the Security Deposit to Tenant within fourteen (14) days after Tenant vacates the Apartment, provided that Tenant has fully performed all obligations under the Lease. If any portion of the Security Deposit is retained, Landlord shall provide Tenant with an itemized statement of deductions, if any, made for damages beyond normal wear and tear. Any remaining balance of the Security Deposit shall be promptly returned to the designated Tenant recipient set forth in this Rider.

To the fullest extent permitted by law, Tenant agrees to indemnify, defend (with competent counsel), and hold harmless Landlord, its officers, employees, affiliates, partners, members, successors, assigns, legal representatives, shareholders, and agents, from and against any and all claims, damages, losses, liabilities, liens, fines, penalties, suits, judgments, causes of action, and expenses (including, without limitation, reasonable attorneys' fees and court costs), arising out of or relating to Landlord's return of the Security Deposit in accordance with Tenant's direction under this Rider.

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

84 North Realty Street LLC



Signed by Vivienne Mueller

Thu Apr 30 2026 08:42:06 PM EDT

Key: D965E555; IP Address: 23.38.164.82

Vivienne Mueller (Tenant)

Date

Kevin Portillo (Owner/Agent)

Date



Signed by Sophia Peck

Fri May 1 2026 09:51:22 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.140

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:59:02 AM EDT

Key: F138B8D0; IP Address: 23.47.58.133

Fabia Emblem (Tenant)

Date



Initials:



ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS FOR 230 EAST 27TH STREET, NEW YORK, NY 10016

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

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by **May 15, 2026**:

- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ No, I DO NOT want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☐ No, I DO NOT want stove knob covers for my stove. There is no child under age six residing in my apartment.
- ☐ No, I DO NOT want stove knob covers for my stove because I have them already.



Signed by Vivienne Mueller

Thu Apr 30 2026 08:42:12 PM EDT

Key: D965E555; IP Address: 23.38.164.82

Vivienne Mueller (Tenant)

Date



Signed by Sophia Peck

Fri May 1 2026 09:51:42 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.153

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:59:07 AM EDT

Key: F138B8D0; IP Address: 23.38.164.82

Fabia Emblem (Tenant)

Date

Print Name, Address, and Apartment Number:

Vivienne Mueller, Sophia Peck, and Fabia Emblem
230 East 27th Street #5, New York, NY 10016

Return this form to (Owner address):

494 8th Avenue, New York, NY 10001



Initials:





WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

APPENDIX A

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

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

Your Landlord is required by law to install window guards in your apartment:

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK WHICHEVER APPLY:

- ☐ 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

Apartment Address: 230 East 27th Street #5, New York, NY 10016



Signed by Vivienne Mueller

Thu Apr 30 2026 08:42:25 PM EDT

Key: D965E555; IP Address: 23.47.58.153

Vivienne Mueller (Tenant)

Date



Signed by Sophia Peck

Fri May 1 2026 09:51:53 AM EDT

Key: 6FA615F1; IP Address: 23.47.58.140

Sophia Peck (Tenant)

Date



Signed by Fabia Emblem

Fri May 1 2026 09:59:13 AM EDT

Key: F138B8D0; IP Address: 23.38.164.81

Fabia Emblem (Tenant)

Date

RETURN THIS FORM TO:

230 East 27th Street
494 8th Avenue
New York, NY 10001

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2162



Initials:



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.) Vivienne Mueller	
	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. 230 East 27th Street #5	Requester's name and address (optional)
	6 City, state, and ZIP code New York, New York 10016	
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.						
<table><tr><td>Social security number</td></tr><tr><td> </td></tr><tr><td>or</td></tr><tr><td>Employer identification number</td></tr><tr><td> </td></tr></table>		Social security number		or	Employer identification number	
Social security number						
or						
Employer identification number						

Part II	Certification
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Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 Vivienne Mueller Thu Apr 30 2026 08:42:41 PM EDT Key: D965E555; IP Address: 23.47.58.133
Vivienne Mueller (Signature of U.S. Person)	Date