

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.
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Print or type. See Specific Instructions on page 3.	Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
	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.) Bryan Gregory Penn		
	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. 120 E 102nd St #3B		Requester's name and address (optional)
6 City, state, and ZIP code New York, New York 10029			
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><td>6</td><td>7</td><td>4</td><td>1</td><td>0</td><td>0</td><td>0</td><td>7</td><td>2</td></tr><tr><td colspan="10">or</td></tr><tr><td>Employer identification number</td><td colspan="9"></td></tr></table>		Social security number	6	7	4	1	0	0	0	7	2	or										Employer identification number									
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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 Bryan Gregory Penn Wed May 20 2026 10:05:50 PM EDT Key: 9B1F307A; IP Address: 23.205.103.139
Bryan Gregory Penn (Signature of U.S. Person)	Date

FEE DISCLOSURE

Welcome! We're excited to have you here! To make things simple and clear, we've put together a list of potential fees you might encounter as a current or future resident. This way, you can easily see what your initial and monthly costs might be. To help budget your monthly fixed costs, add your base rent to the Essentials and any Personalized Add-Ons you will be selecting. Our goal is to help you plan your budget with ease, enhancing your rental home experience.

MOVE-IN BASICS – Includes deposits and one-time fees required on or before move-in

Application Fee	\$20.00	per applicant / once	required
Security Deposit (Refundable)	100.00%	per unit / once	required

ESSENTIALS – Includes all required fees during tenancy

Utility - Electricity - Third Party	Usage-based	per unit per month	required
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SITUATIONAL FEES - Includes fees that are only charged when certain events occur as outlined in the resident lease.

Access Device Replacement	\$50.00	per occurrence
Key Fob Replacement	\$25.00	per occurrence
Mailbox Lockbox	\$50.00	per occurrence
Early Lease Termination/Cancellation	Up to 2 Months	per occurrence
Late Fee	\$50.00	per occurrence/ after the 15th of each month
Returned Payment Fee (NSF)	\$35.00	per occurrence



Signed by Bryan Gregory Penn

Wed May 20 2026 10:05:59 PM EDT

Key: 9B1F307A; IP Address: 23.205.103.139

Bryan Gregory Penn (Tenant)

Date



Signed by Desmond Montoya

Wed May 20 2026 09:32:05 PM EDT

Key: 41189E12; IP Address: 23.205.103.139

Desmond Montoya (Tenant)

Date

If you have any questions or just want to chat about your fees, our friendly Leasing Agents are here to help! Feel free to stop by, give us a call, or send a message—we're excited to assist you!

Disclaimer:

Standard Security Deposit subject to change based on screening results. Resident may be responsible for maintaining insurance pursuant to the Lease. Some fees may not apply to apartment homes subject to an affordable program. Resident is responsible for damages that exceed ordinary wear and tear. Some items may be taxed under applicable law. This form does not modify the Lease. This disclaimer is in accordance with NYC § 20-699.22.

****All fees are subject to change.**

STANDARD FORM OF APARTMENT LEASE

(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)

THE REAL ESTATE BOARD OF NEW YORK, INC.

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

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

THIS LEASE is made on **May 20, 2026**

between Owner, **120 E 102 ST LLC, by and through the Court-Appointed Receiver, Kenneth Dillon**

whose address is **120 E 102 ST, New York, NY 10029**

and You, the Tenant, **Bryan Gregory Penn and Desmond Montoya**

whose address is **1268 Amsterdam Ave, New York, NY 10027 ; 3310 Scarlet Dr., Maryville, TN 37804** ; respectively.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **3B** in the Building at **120 E 102nd St, New York, NY 10029**, Borough of Brooklyn, City and State of New York.

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

2. LENGTH OF LEASE The term (that means the length) of this Lease is **1 year and 8 days**, beginning on **May 24, 2026** and ending on **May 31, 2027**. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date.

3. RENT Your monthly rent during the term of this Lease for the Apartment is **\$2,550.00**. You must pay Owner the rent, in advance, on the first day of each month, either at **c/o Kenneth Dillon as Court Appointed Receiver and Newmark, 102 Park Avenue, NY, NY 10017** or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

4. SECURITY DEPOSIT You are required to give Owner the sum of **\$2,550.00** when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in _____, _____. If the Building contains six or more apartments, the bank account will earn interest. If You carry out all agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

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

If Owner sells or leases the building, Owner will turn over Your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

5. **IF YOU ARE UNABLE TO MOVE IN** A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.
6. **CAPTIONS** In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.
7. **WARRANTY OF HABITABILITY**
 - A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of Your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
 - B. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by Your misconduct or the misconduct of anyone under Your direction or control shall not be a breach by Owner.
8. **CARE OF YOUR APARTMENT - END OF LEASE - MOVING OUT**
 - A. You will take good care of the apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.
 - B. When this Lease ends, You must remove all of Your moveable property. You must also remove, at Your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of Yours is also out of the Apartment. If Your property remains in the Apartment after the Lease ends, Owner may either treat you as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.
9. **CHANGES AND ALTERATIONS TO APARTMENT** You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You cannot install or use in the Apartment other than that which has been provided at lease signing or any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.
10. **YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES**
 - A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and

federal laws and regulations which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

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

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

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

12. SERVICES AND FACILITIES

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

B. The following utilities are included in the rent: heat and hot water

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

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

E. Elevator Service. If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.

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

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

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

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes or improvements Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law;

- B. To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C. For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;
- D. If during the last month of the Lease You have moved out and removed all or almost all of Your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry;
- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law Section 226-b. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a lease assignment properly made, at Your request in writing, Owner will end this Lease effective as of thirty days after Your request. The first and every other time you wish to sublet the Apartment, You must get written consent of Owner unless Owner unreasonably withholds consent following Your request to sublet in the manner provided by Real Property Law section 226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet **and You hereby consent to that credit check as to You and the potential sublessee(s) or assignee(s).** If you fail to pay Your rent, Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.
- B. **Abandonment.** If You move out of the Apartment (abandonment) before the end of the Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You). You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, Your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

- 1. You default under the Lease if You act in any of the following ways:
 - a. You fail to carry out any agreement or provision of this Lease;
 - b. You or another occupant **or invitee** of the Apartment behaves in an objectionable manner;
 - c. You do not take possession or move into Apartment fifteen (15) days after beginning of this Lease;
 - d. You and other legal occupants of the Apartment move out permanently before this Lease ends;

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten (10) days. You must then either stop or correct the default within 10 days, or, if **the default is such that it cannot be reasonably cured in** 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.
- 2. If you do not stop or begin to correct a default within 10 days, Owner may **terminate the Lease**, this Lease will end, and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of Your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 17.
- 3. If You do not pay Your rent when this Lease requires after a personal demand for rent has been made, or within three (3) days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the Apartment and retake possession of it if You have moved out; or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

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

17. REMEDIES OF OWNER AND YOUR LIABILITY If this Lease is ended by Owner because of Your default, the following are the rights and obligations of You and Owner:

- A. You must pay Your rent until this Lease has ended. Thereafter, You must pay the greater of an equal amount to the rent or the fair market value for what the law calls "use and occupancy" until You actually move out.
- B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.
- C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:
 1. The difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
 2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
 3. Owner's expenses for attorney's fees.
- D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Your liability for damages, unless the failure is due to Owner's deliberate inaction.

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

19. FEES AND EXPENSES

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

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

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

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

by law.

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

21. FIRE OR CASUALTY

- A. If the apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease, If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund Your security deposit and the pro-rate portion of rents paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

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

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

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that you have no present claim against Owner.

24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, Your tenancy cannot be cut off before the ending date, except as provided for in Articles 21, 22, and 23.

25. BILLS AND NOTICE

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

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

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

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

27. NO WAIVER OF LEASE PROVISIONS

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

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

29. DEFINITIONS

- A. Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, a sublessor of the land or Building and a mortgagee in possession. It does not include a former Owner, even if the former Owner signs this Lease.
- B. You:** The term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

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

OWNER'S RULES - a part of this lease - see attached page

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

120 E 102 ST LLC



Signed by Bryan Gregory Penn
Wed May 20 2026 10:07:32 PM EDT
Key: 9B1F307A; IP Address: 23.205.103.135

Bryan Gregory Penn (Tenant)

Date



Signed by Kenneth Dillon
Fri May 22 2026 02:29:07 PM EDT
Key: 912635B3; IP Address: 23.47.58.153

(Kenneth Dillon, solely in his capacity as Court-Appointed Receiver)

Date



Signed by Desmond Montoya
Wed May 20 2026 09:33:06 PM EDT
Key: 41189E12; IP Address: 23.205.103.139

Desmond Montoya (Tenant)

Date

Apartment: **3B**
Tenant: **Bryan Gregory Penn and Desmond Montoya**
Premises: **120 E 102nd St, New York, NY 10029**
Expires: **May 31, 2027**



STANDARD FORM OF APARTMENT
LEASE

The Real Estate Board of New York, Inc.



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ATTACHED RULES WHICH ARE A PART OF THE LEASE
AS PROVIDED BY ARTICLE 10

1. Public Access Ways

- a. Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
- b. Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

2. Bathroom and Plumbing Fixtures The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

3. Refuse Carpets, rugs or other articles shall not be hung or shaken out of any window **or off any terrace** of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the **windows or terrace** or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartment or outside of the building except in safe containers and only at places chosen by Owner.

4. Elevator All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall be used by them for any purpose. Nurses with children, however, may use the passenger elevators.

5. Laundry Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof, **out of windows or off or on terraces**.

6. Keys and Locks Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

7. Noise Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other occupant of the Building.

8. No Projections An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

9. No Pets Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at

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

- 10. Moving** Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.
- 11. Floors** Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.
- 12. Window Guards** IT IS A VIOLATION OF LAW TO REFUSE OR INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER.)



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): **Bryan Gregory Penn and Desmond Montoya**

Subject Premises: **120 E 102nd St #3B, New York, NY 10029**

Apt.#: **3B**

Date of vacancy lease: **May 24, 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:

120 E 102 ST LLC



Signed by Bryan Gregory Penn

Wed May 20 2026 10:08:02 PM EDT

Key: 9B1F307A; IP Address: 23.47.58.153

Bryan Gregory Penn (Tenant)

Date



Signed by Kenneth Dillon

Fri May 22 2026 02:29:14 PM EDT

Key: 912635B3; IP Address: 23.47.58.133

(Kenneth Dillon, solely in his capacity as Court-Appointed Receiver)

Date



Signed by Desmond Montoya

Wed May 20 2026 09:33:20 PM EDT

Key: 41189E12; IP Address: 23.47.58.153

Desmond Montoya (Tenant)

Date

Initials:

B.P.

9B1F307A

M.P.

1A118CF7

D.M.

41189E12

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

EHS1317501 - 1.09

HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

3. Be very cautious about using pesticides yourself.

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

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

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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



Revised 12-08



PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

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

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Provider: _____, **Number:** _____

120 E 102 ST LLC



Signed by Bryan Gregory Penn

Wed May 20 2026 10:09:07 PM EDT

Key: 9B1F307A; IP Address: 23.47.58.153

Bryan Gregory Penn (Tenant)

Date



Signed by Kenneth Dillon

Fri May 22 2026 02:29:46 PM EDT

Key: 912635B3; IP Address: 23.38.164.81

(Kenneth Dillon, solely in his capacity as Court-Appointed Receiver)

Date



Signed by Desmond Montoya

Wed May 20 2026 09:33:33 PM EDT

Key: 41189E12; IP Address: 23.47.58.153

Desmond Montoya (Tenant)

Date

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

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

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

Proveedor: _____, **Telefono:** _____

Initials:



GUARANTY

[FOR USE WHEN TENANT (A) IS A CORPORATION OR LIMITED LIABILITY COMPANY AND A PERSONAL GUARANTY WILL BE REQUIRED BY THE OWNER, OR (B) OWNER REQUIRES A GUARANTOR OF TENANT'S LEASE OBLIGATIONS]

The undersigned Guarantor [or Guarantors ("hereinafter collectively referred to as "Guarantor")] guarantees to Owner the strict payment, performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying Rent and/or Additional Rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, assigned, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty. Guarantor will pay reasonable attorneys' fees, court costs and other expenses incurred by Owner in enforcing or attempting to enforce this Guaranty. This Guaranty shall be binding upon the Guarantor and shall inure to the benefit of the Owner, and their respective heirs, distributees, executors, administrators, successors and assigns. The Guarantors shall be jointly and severally liable under this Guaranty.

Guarantor further agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Tenant, under any present or future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings, shall not affect Guarantor's obligation hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future operation of any present or future provision under the National Bankruptcy Act or any other statute or decision of any court. Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Owner under the Lease, Owner may, at its option, proceed against Guarantor and Tenant, or may proceed against either Guarantor or Tenant without having commenced any action against or having obtained any judgment against Tenant or Guarantor.



Signed by Michael Alan Penn

Fri May 22 2026 10:43:49 AM EDT

Key: 1A11BCF7; IP Address: 23.38.164.81

Michael Alan Penn (Guarantor)

Date

Address : **120 E 102nd St #3B, New York, NY 10029**

STATE OF NEW YORK)

COUNTY OF) ss.:

.)

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

Notary Public: _____

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, **120 E 102 ST LLC** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27- 2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

120 E 102 ST LLC



Signed by Kenneth Dillon

Fri May 22 2026 02:29:51 PM EDT

Key: 912635B3; IP Address: 23.38.164.81

(Kenneth Dillon, solely in his capacity as Court-Appointed
Receiver)

Date

Initials:



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

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

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

Tenants should:

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

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

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

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


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nyc.gov/health


"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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

Landlords must:

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

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


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nyc.gov/health


"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

RIDER FOR 100% SMOKE FREE COMMUNITY

Additional clause attached to and forming a part of the certain Lease dated, May 20, 2026 between 120 E 102 ST LLC, ("Landlord") and Bryan Gregory Penn, Michael Alan Penn (Guarantor), and Desmond Montoya ("Tenant") as Tenant(s) Apartment 3B ("Apartment") in the premises located at 40 N 6th St, Brooklyn, NY 11249 ("Building")

- 1 Definition of Smoking – The term smoking means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette or other legal and or illegal tobacco products or similar lighted product in any manner or in any form;
- 2 Smoking – Due to the increased risk of fire and the know adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoor. This policy applies to all owners, tenants, guests, employees and service persons;
- 3 Smoke Free Community – Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's current and future household have been designated as a smoke free living environment. Tenant and members of the Tenant's household shall not smoke anywhere in the Apartment including but not limited to bathrooms, kitchens, rented by Tenant or the Building where the Tenant's Apartment is located or in any of the common areas or adjoining grounds of such Building or other parts of the rental community, nor shall Tenant permit any invitees, workers, guests or visitors under the control of Tenant to do so;
- 4 Tenant to Promote No Smoking Policy and to alert Landlord of Violation – Tenant acknowledges that i) the Building is 100% Smoke Free and ii) all rental advertisements for the building contained the 100% Smoke Free Policy and iii) the 100% Smoke Free Policy will be strictly enforced. Additionally, Tenant shall inform Tenant's invitees, workers, guests or visitors of the 100% Smoke Free Policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's Apartment from sources outside of the Tenant's Apartment;
- 5 Landlord Not a Guarantor of Smoke Free Environment – While the Landlord has imposed and will attempt to enforce the 100% no smoking clause throughout the Building the Landlord is not a guarantor of the no smoking policy throughout the Building. The Landlord will at all times use its best efforts to enforce this policy including but not limited to commencing any legal action against the violating party. But nothing in this policy or the Landlord's willingness to enforce this policy will act as, be found to be or be read as a guarantee by the Landlord that this policy will be abided by all Tenants and their invitees, workers, guests or visitors at all times. The Landlord is not guaranteeing that Tenants might not attempt to circumvent, ignore and/or violate this policy. The Landlord cannot be held liable in the event a Tenant violates this Policy. No Tenant will look to or hold the Landlord liable in the event this Policy is violated by another Tenant. The Landlord will use its best efforts to enforce this Policy but at no time is the Landlord a guarantor of the 100% compliance with this Policy by all Tenants.

It is the responsibility of the Tenant to inform his/her guests of the No Smoking provision of this Lease and prohibits smoking of any kind by his/her household members or guests while on the premises. Smoking by the Tenant, members of his/her household, or his/her guests in any area of the leased premises is a violation of this Lease. A breach of this provision shall be considered a material breach of the Lease and grounds for termination of the Lease by the Landlord.

120 E 102 ST LLC



Signed by Bryan Gregory Penn

Wed May 20 2026 10:09:49 PM EDT

Key: 9B1F307A; IP Address: 23.205.103.139

Bryan Gregory Penn (Tenant)

Date



Signed by Kenneth Dillon

Fri May 22 2026 02:29:56 PM EDT

Key: 912635B3; IP Address: 23.38.164.81

(Kenneth Dillon, solely in his capacity as Court-Appointed Receiver)

Date



Signed by Desmond Montoya

Wed May 20 2026 09:33:55 PM EDT

Key: 41189E12; IP Address: 23.47.58.153

Desmond Montoya (Tenant)

Date

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) 212-2121**, or by e-mailing _____. *. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.*

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

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

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);

Changes to your housing provider's rules, policies, practices, or services;

Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

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

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

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

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

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

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

Required Accessibility Standards

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

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

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

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

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

How to File a Complaint

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



Signed by Bryan Gregory Penn
Wed May 20 2026 10:10:15 PM EDT
Key: 9B1F307A; IP Address: 23.47.58.153

Bryan Gregory Penn (Tenant)

Date



Signed by Desmond Montoya
Wed May 20 2026 09:34:04 PM EDT
Key: 41189E12; IP Address: 23.47.58.153

Desmond Montoya (Tenant)

Date

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

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

RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISION OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

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

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

Name of Occupants	Relationship to Tenant
Bryan Gregory Penn (Tenant)	
Desmond Montoya (Tenant)	

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

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

120 E 102 ST LLC



Signed by Bryan Gregory Penn

Wed May 20 2026 10:10:27 PM EDT

Key: 9B1F307A; IP Address: 23.205.103.139

Bryan Gregory Penn (Tenant)

Date



Signed by Desmond Montoya

Wed May 20 2026 09:34:08 PM EDT

Key: 41189E12; IP Address: 23.47.58.153

Desmond Montoya (Tenant)

Date



Signed by Kenneth Dillon

Fri May 22 2026 02:30:02 PM EDT

Key: 912635B3; IP Address: 23.38.164.81

(Kenneth Dillon, solely in his capacity as Court-Appointed Receiver)

Date

Initials:







23

NEW YORK CITY RECYCLING & COMPOSTING NOTICE

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

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

Residents Residents are required to keep the following designated materials separate from regular garbage and discard them according to building management instructions in properly labeled recycling and composting receptacles. (For more info on what to recycle, call 311 or visit <https://www.nyc.gov/site/dsny/> and for what to compost visit <https://www.nyc.gov/site/dsny/collection/residents/curbside-composting.page>).

WHAT TO RECYCLE: Paper & Cardboard (clean and dry)

Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings).

Cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

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

Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).

Glass bottles & jars (and no other glass items).

Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).

Milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.).

WHAT TO COMPOST: Food Scraps & Yard Waste

All leaf and yard waste, natural Christmas trees (remove all decorations), food scraps, and food-soiled paper. This includes meat, bones, dairy, prepared foods, and greasy uncoated paper plates and pizza boxes.

DO NOT compost trash such as diapers, personal hygiene products, animal waste, wrappers, non-paper packaging, and foam products.

BUILDING RECYCLING PROCEDURES

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

Please check all that apply:

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



Signed by Bryan Gregory Penn
Wed May 20 2026 10:10:42 PM EDT
Key: 9B1F307A; IP Address: 23.205.103.135

Bryan Gregory Penn (Tenant)

Date



Signed by Desmond Montoya
Wed May 20 2026 09:34:20 PM EDT
Key: 41189E12; IP Address: 23.47.58.153

Desmond Montoya (Tenant)

Date

Occupant: Keep one copy for your records

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED MAY 24, 2026 BETWEEN 120 E 102 ST LLC (LANDLORD) AND BRYAN GREGORY PENN, MICHAEL ALAN PENN (GUARANTOR), AND DESMOND MONTOYA (TENANT) REGARDING APARTMENT 3B IN THE PREMISES LOCATED AT 120 E 102ND ST, NEW YORK, NY 10029. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RENTER'S INSURANCE RIDER

TENANTS ARE UNDER THE IMPRESSION THAT THEIR PERSONAL BELONGINGS ARE PROTECTED BY THE LANDLORD'S INSURANCE POLICIES. THIS IS NOT THE CASE, THE LANDLORD CARRIES INSURANCE ON THE BUILDINGS THEMSELVES AS WELL AS OTHER BUSINESS COVERAGES, BUT THESE POLICIES DO NOT COVER YOUR PERSONAL FURNISHINGS, ELECTRONIC EQUIPMENT, CLOTHES OR JEWELRY AND DOES NOT RELIEVE YOU FROM PAYING FOR THE CONSEQUENCES OF YOUR OWN NEGLIGENCE IF YOU DAMAGE THE APARTMENT THROUGH LACK OF CARE.

LANDLORD WILL NOT BE RESPONSIBLE FOR ANY LOSS TO PERSONAL PROPERTY DUE TO FIRE, THEFT, OR ANY OTHER DAMAGES DUE TO ACTS OF NATURE. IT IS TENANT'S RESPONSIBILITY TO OBTAIN RENTAL INSURANCE TO COVER TENANT'S PERSONAL PROPERTY. TENANT HEREBY AGREES THAT IT WILL OBTAIN RENTAL INSURANCE FOR TENANT'S PERSONAL PROPERTY AND GENERAL LIABILITY COVERAGE IN A MINIMUM OF **\$50,000.00** IN COVERAGE. PROOF OF COVERAGE MUST BE PROVIDED PRIOR TO TENANT TAKING OCCUPANCY OF THEIR APARTMENTS.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE RENTAL INSURANCE RIDER.



Signed by Bryan Gregory Penn
Wed May 20 2026 10:10:48 PM EDT
Key: 9B1F307A; IP Address: 23.47.58.133

Bryan Gregory Penn (Tenant)

Date



Signed by Desmond Montoya
Wed May 20 2026 09:34:26 PM EDT
Key: 41189E12; IP Address: 23.47.58.133

Desmond Montoya (Tenant)

Date

SMOKE AND CARBON MONOXIDE DETECTOR RIDER

BUILDING ADDRESS: 120 E 102nd St, New York, NY 10029

UNIT: 3B

TENANT: Bryan Gregory Penn, Michael Alan Penn (Guarantor), and Desmond Montoya

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.

This will confirm that:

1. I/we have received a smoke & carbon monoxide detector(s) installed by the Owner in the apartment referenced below.
2. The Smoke & Carbon Monoxide Detector(s) was/were in working condition when provided.
3. I/we shall, hereafter, be responsible for the maintenance and repair of the Smoke & Carbon Monoxide Detector(s), including, but not limited to, the replacement of batteries when needed.

120 E 102 ST LLC



Signed by Bryan Gregory Penn

Wed May 20 2026 10:11:19 PM EDT

Key: 9B1F307A; IP Address: 23.47.58.153

Bryan Gregory Penn (Tenant)

Date



Signed by Kenneth Dillon

Fri May 22 2026 02:30:10 PM EDT

Key: 912635B3; IP Address: 23.38.164.81

(Kenneth Dillon, solely in his capacity as Court-Appointed Receiver)

Date



Signed by Desmond Montoya

Wed May 20 2026 09:34:30 PM EDT

Key: 41189E12; IP Address: 23.47.58.133

Desmond Montoya (Tenant)

Date

Initials:

B.P.
9B1F307A

M.P.
1A118CF7

D.M.
41189E12

RESIDENTIAL BUILDING SMOKING POLICY

New York City law (**Local Law 147 of 2017**) requires an apartment building owner of three or more apartments to establish a smoking policy and to provide a copy of the policy to all occupants of the building.

Policy on Smoking:

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, New York City law bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas (including, but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms).

- ☒ Inside of apartments*
- ☒ Outside of areas that are part of apartments, including balconies, patios and porches
- ☒ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☒ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☒ Other areas/exceptions: **Not allowed within 15 feet of entrances, exits, windows, and air intake units on property grounds**

Sincerely,

120 E 102 ST LLC



Signed by Bryan Gregory Penn
Wed May 20 2026 10:11:26 PM EDT
Key: 9B1F307A; IP Address: 23.205.103.139

Bryan Gregory Penn (Tenant)

Date



Signed by Desmond Montoya
Wed May 20 2026 09:34:34 PM EDT
Key: 41189E12; IP Address: 23.47.58.133

Desmond Montoya (Tenant)

Date



Signed by Kenneth Dillon
Fri May 22 2026 02:31:02 PM EDT
Key: 912635B3; IP Address: 23.47.58.133

(Kenneth Dillon, solely in his capacity as Court-Appointed Receiver)

Date

* An existing tenant of a rent-stabilized and rent-controlled apartment may be exempt from a policy restricting smoking inside their apartment unless the tenant consents to the policy in writing. This policy also may not apply during the lease term of an unregulated tenant.

THE REAL ESTATE BOARD OF NEW YORK, INC.

SPRINKLER DISCLOSURE LEASE RIDER

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

Name of tenant(s): **Bryan Gregory Penn and Desmond Montoya**
 Lease Premises Address: **120 E 102nd St, New York, NY 10029**
 Apartment Number: **3B** (the "Leased Premises")
 Date of Lease: **May 24, 2026**

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 **NOT AVAILABLE ***

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

Acknowledgment & Signatures:

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



Signed by Bryan Gregory Penn

Wed May 20 2026 10:11:33 PM EDT

Key: 9B1F307A; IP Address: 23.47.58.153

Bryan Gregory Penn (Tenant)

Date



Signed by Desmond Montoya

Wed May 20 2026 09:34:41 PM EDT

Key: 41189E12; IP Address: 23.47.58.153

Desmond Montoya (Tenant)

Date

120 E 102 ST LLC



Signed by Kenneth Dillon

Fri May 22 2026 02:31:05 PM EDT

Key: 912635B3; IP Address: 23.38.164.81

(Kenneth Dillon, solely in his capacity as Court-Appointed Receiver)

Date

*

Initials:





WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

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: 120 E 102nd St #3B, New York, NY 10029



Signed by Bryan Gregory Penn

Wed May 20 2026 10:11:49 PM EDT

Key: 9B1F307A; IP Address: 23.205.103.139

Bryan Gregory Penn (Tenant)

Date



Signed by Desmond Montoya

Wed May 20 2026 09:34:47 PM EDT

Key: 41189E12; IP Address: 23.47.58.133

Desmond Montoya (Tenant)

Date

RETURN THIS FORM TO:

120 E 102 ST LLC

120 E 102 ST

New York, NY 10029

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2162

Initials:

B.P.
9B1F307A

M.P.
1A118CF7

D.M.
41189E12