

September 4, 2026

Dear James Daniel Keating:

We would like to thank you for your interest in leasing an apartment at **65 Dupont**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **340**
Rent: **\$4,330.00**
Term: **1 year**
Lease Dates: **October 8, 2026 to October 7, 2027**
Concession: Early Occupancy Beginning **September 8, 2026**

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

- | | |
|--|--|
| 1) Cover Letter | 2) Smoke Free Building |
| 3) Rider to Lease Transient Occupancy | 4) Balcony Rider |
| 5) Bedbug Infestation History Disclosure | 6) 421-A (16) Rider |
| 7) Amenity Rider | 8) Bicycle Storage License Agreement |
| 9) Early Occupancy Rider | 10) Electronic Delivery Rider |
| 11) Energy Efficiency Brochure | 12) Fire Safety Plan |
| 13) Fire Safety Plan | 14) Flood History and Risk Rider |
| 15) Guaranty of Lease | 16) HVAC Notice |
| 17) Indoor Allergen Tenant Pamphlet | 18) New York State Good Cause Eviction Notice |
| 19) No Smoking Rider | 20) Notice of 421-a (16) Apartment Market Rate Threshold Exemption |
| 21) Pet Rider | 22) Policy on Smoking |
| 23) Reasonable Accommodations Modification Notice | 24) Recycling Notice NYC |
| 25) Renter Insurance Addendum | 26) Storage License Agreement |
| 27) Stove Knob Covers | 28) Submetering Rider |
| 29) Unconditional Guaranty | 30) VAWA Lease Addendum |
| 31) W-8 / W-9 | 32) Window Guards |
| 33) Window Rider | 34) Sprinkler Disclosure Lease Rider |
| 35) E-Transportation Devices | 36) Indoor Allergen Hazard Notice |
| 37) Notice for Gas Co and Smoke | 38) Military Rider |
| 39) Rider To Lease Subletting | 40) Tenant Data Privacy Consent |
| 41) FirstService Residential Portfolio Abstract | |
| 42) Payment in the form of certified check, bank check or money order for the following: <u>\$4,330.00</u> representing the first month's rent payable to <u>Dupont Street Owner LLC</u> and <u>\$4,330.00</u> representing the security deposit payable to <u>Dupont Street Owner LLC</u> . | |

Sincerely,

**NOTIFICATION OF TEST RESULTS - The property has been tested for contamination of indoor air:
test results and additional information are available upon request.**

Form **W-8BEN**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)**

► For use by individuals. Entities must use Form W-8BEN-E.

► Go to www.irs.gov/FormW8BEN for instructions and the latest information.

► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States **8233 or W-4**
- You are a person acting as an intermediary **W-8IMY**

Instead, use Form:**Note:** If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.**Part I Identification of Beneficial Owner (see instructions)**

1 Name of individual who is the beneficial owner James Daniel Keating	2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address. 65 Dupont Street # 340	
City or town, state or province. Include postal code where appropriate. Brooklyn, NY, 11222	Country United States
4 Mailing address (if different from above) 65 Dupont Street # 340	
City or town, state or province. Include postal code where appropriate. Brooklyn, NY, 11222	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions) ☐ SSN ☐ ITIN ☐ EIN	
6a Foreign tax identifying number (see instructions)	6b Check if FTIN not legally required ☐
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions) 10/01/1999

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

- 9** I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- 10** **Special rates and conditions** (if applicable--see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding:

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**☐ I certify that I have the capacity to sign for the person identified on line 1 of this form.**Sign Here**9/4/2026
01:43 PM EDT

James Daniel Keating (Signature of beneficial owner (or individual authorized to sign for beneficial owner))

Date

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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REBNY Apt non-stab 2019 Rev 7.19

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

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

THIS LEASE is made as of **September 4, 2026**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **Dupont Street Owner LLC c/o FirstService Residential New York, Inc.**

whose address is **575 Fifth Avenue, 9th Floor and New York, NY 10017**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **James Daniel Keating**

whose address is **16 Dupont Street, Brooklyn , NY 11222** .

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

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

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

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment **340** (the "Apartment") in the building at **65 Dupont Street, Brooklyn, NY 11222** (the "Building"), Borough of Brooklyn, City and State of New York.

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

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

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

2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **October 8, 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 **October 7, 2027** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** **[one (1) year]** ~~two (2)-year~~ ~~_____ () month(s)~~ anniversary of the Lease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$4,330.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

(i) one (1) months' Rent (i.e., **\$4,330.00**);

(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.



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- 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 return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.
- E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by _____ **[CROSS OUT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.
- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a **Fifty Dollar (\$50.00)** fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
- G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$4,330.00** (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 **Capital One, N.A.** bank at **PO Box 9035, Melville, NY 11747-9035**. 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



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ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

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

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

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

7. WARRANTY OF HABITABILITY

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

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

- A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. **CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.
- D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not



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moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

- E. Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
- i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
 - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
 - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

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

D. [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



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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.
- 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 and Gas.
[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]
- C. ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, ~~gas~~, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
- (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
- (ii) Notwithstanding anything to the contrary contained in this Lease, the Owner provides the following services Water, Sewer, and Garbage for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor **[DELETE IF INAPPLICABLE]**.
- D.** Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. 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).



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

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

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

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

15. ASSIGNING; SUBLETTING; ABANDONMENT

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

16. DEFAULT



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A. Tenant defaults under the Lease if Tenant acts in any of the following ways:

- (i) Tenant fails to carry out any agreement or provision of this Lease;
- (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
- (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

- B.** If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.
- C.** If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

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

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

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

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



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

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

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

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

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

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

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

21. FIRE OR CASUALTY

- A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially



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rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.

- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

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

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

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

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

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

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

If to Owner:

Dupont Street Owner LLC
C/o FirstService Residential New York
575 Fifth Avenue, 9th Floor
New York, NY 10017

Email address: _____

With a copy to:



Initials: SK

Dupont Street Owner LLC
C/o FirstService Residential New York
575 Fifth Avenue, 9th Floor
New York, NY 10017

If to Tenant: at Apartment, subsequent to Commencement Date
Email address: jamesdkeating@hotmail.com

Prior to Commencement Date:
16 Dupont Street
Brooklyn, NY 11222

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

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

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

27. NO WAIVER OF LEASE PROVISIONS

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

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

29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.



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- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:
- i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
 - ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

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

30. DEFINITIONS

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

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 **five hundred thousand dollars (\$500,000.00)** and; and
 - (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.
- D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and



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

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

A. [N/A]

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



Initials: SK

notice.

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

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

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

46. INDEMNIFICATION Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof

47. NOISE Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).

48. WAIVER OF LIABILITY Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.

49. OWNER'S APPROVAL If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.

50. BANKRUPTCY; INSOLVENCY If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.

51. CONTROLLING LAW Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted



Initials: SK

business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.

Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.

52. OWNER'S CONTROL The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

53. COUNTERPARTS This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

54. BINDING EFFECT It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

55. SMOKING THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

56. GARBAGE, REFUSE AND RECYCLING Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.

57. TOILETS/PLUMBING FIXTURES The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

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

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

60. [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.

SIGNATURES CONTINUED ON NEXT PAGE



Initials: SK

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

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
01:53 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date

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 Alan Keating

Fri Sep 4 2026 12:18:13 PM EDT

Key: 837AC5A7; IP Address: 23.47.58.70

Alan Keating (Guarantor)

Date

65 Dupont Street #340, Brooklyn, NY 11222.

Address



Initials: SK

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED September 4, 2026 BETWEEN Dupont Street Owner LLC c/o FirstService Residential New York (OWNER) AND James Daniel Keating (TENANT) REGARDING APARTMENT 340 IN THE PREMISES LOCATED AT 65 Dupont Street, Brooklyn, NY 11222. 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.

SMOKE FREE BUILDING

1. Tenant(s) covenants and agrees that Tenant(s) shall not smoke, or permit Tenant's household members, guests, employees or servicepersons to smoke in any area of the building, including the apartments and common areas, whether enclosed or outdoors. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, or other tobacco product or similar lighted product in any manner or in any form, including, but not limited to any "e-cigarette".
2. Tenant(s) acknowledges and understands that smoking in the Apartment and/or in any other area of the Building is a breach of a material obligation of the Lease which shall entitle the Owner to commence a summary proceeding or other litigation to evict the Tenant(s) from the Apartment. Additionally Tenant's covenants contained in this Rider shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant(s) agrees to indemnify and hold Owner/Landlord harmless from and against any and all loss or damage which Owner may incur as a result of the breach by Tenant(s) of any of the foregoing restrictions, including, without limitation, any withholding of rent by tenants of the building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiation with Tenant(s) or any other tenants of the Building with respect to the foregoing. Any and all of the Tenant's monetary obligations to Owner resulting from Tenant's agreement to indemnify and hold Owner harmless shall be collectible as Additional Rent.
3. Tenant(s) shall inform Tenant's guests of the no-smoking policy. Tenant(s) shall promptly give Owner a written statement of any incident where smoke from tobacco products or other lighted products is migrating into the Tenant's Apartment from outside the Apartment. However, the failure by Owner to respond to a complaint by Tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant(s).
4. Tenant(s) acknowledges that Owner's adoption of a smoke-free initiative for the building does not make the Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Apartment and the Building. However, Owner shall take reasonable steps to enforce the smoke-free terms of its leases. Owner is not required to take steps in response to smoking unless Landlord is put on actual, written notice of a violation of this Rider by Tenant(s).
5. Tenant(s) acknowledges that Owner's adoption of a smoke free initiative for the Building does not in any way change the standard of care that the Owner or managing agent would have to Tenant(s) or to the Tenant's household, nor shall it impose any Obligation on Owner to render the Building and the subject premises more habitable or improved in terms of air quality standards than any other rental premises.
6. Electronic and/or facsimile signatures on this Rider shall constitute originals, all of which may be executed in counterpart, which together shall constitute one fully executed document.

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
01:54 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials:

SK

RIDER TO LEASE, PROHIBITING TRANSIENT OCCUPANCY

RIDER ("RIDER") ATTACHED TO AND FORMING A PART OF THE AGREEMENT OF LEASE DATED OCTOBER 8, 2026 BETWEEN LANDLORD, DUPONT STREET OWNER LLC C/O FIRSTSERVICE RESIDENTIAL NEW YORK AND JAMES DANIEL KEATING AS TENANT(S). IF THERE ARE ANY CONFLICTS BETWEEN THE TERMS OF THE ATTACHED LEASE AND THE TERMS OF THIS RIDER, SAID CONFLICT SHALL BE RESOLVED IN ALL INSTANCES IN FAVOR OF THIS RIDER.

- (a) Tenant acknowledges and agrees that the Apartment shall be occupied for permanent residence purposes only, and only by the Tenant(s) named on the Lease. Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently, as more or less the temporary abode of individuals who are lodged with or without meals. By way of example, and without limitation 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 (whether or not such occupancy is arranged through an internet service, such as *Airbnb*, *booking.com*, *etc.*) The Apartment shall at all times be occupied as a "Class A" multiple dwelling in full compliance with the Multiple Dwelling Law, Rent Stabilization Code, and or any other applicable local or State laws.
- (b) Tenant acknowledges that Owner has entered into the Lease in reliance on Tenant's agreement to fully comply with the preceding paragraph and that the owner would not have otherwise entered into this Lease but-for the foregoing covenants from Tenant. Accordingly, Tenant acknowledges and agrees that the Tenant's failure to comply with the preceding paragraph shall be a material breach of the Lease that is not curable under any circumstance, and that in the event Tenant breaches this provision, notwithstanding any other remedy contained in the Lease, Owner may: 1) immediately terminate the Lease upon service of a 15-Day Notice of Termination on Tenant, and 2) charge Tenant, as additional rent, any administrative or judicial fines imposed upon Landlord or its agents based upon violations or notices of violation issued due to transient occupancy (including, but not limited to, C of O violations, zoning violations, sprinkler violations and egress violations).

IN WITNESS WHEREOF, the parties have executed this Rider as of the 4th day of September, 2026.

TENANT:

By:

TENANT:

By:



9/4/2026
01:54 PM EDT

James Daniel Keating (Tenant)

Date



Initials: SK

BALCONY RIDER

RIDER TO APARTMENT LEASE, DATED **October 8, 2026**, (the "Lease")

OWNER: **Dupont Street Owner LLC c/o FirstService Residential New York** ("Owner")

TENANT: **James Daniel Keating** ("Tenant" or "You")

LEASED PREMISES: **65 Dupont Street, Brooklyn, NY 11222**, Apt. **340** (the "Apartment")

1. If the Apartment has a terrace or balcony, the terms of the Lease apply to the terrace or balcony as if part of the Apartment. In addition, Owner may make special rules for the terrace or balcony.
2. Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or windblown materials, and Tenant shall be responsible for any water damage caused to Tenant's apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of the terrace or balcony.
3. Tenant may not install a fence or any addition to the terrace or balcony. No cooking is allowed on the terrace or balcony. No plantings or other objects may be placed on any terrace or balcony without the prior written permission of Owner. Under no circumstances shall a potted plant in excess of ten (10) pounds be kept on any terrace or balcony. Approved plantings shall be kept in non-leaking containers lined and standing on supports at least two (2) inches from the terrace or balcony floor and at least six (6) inches from any adjoining wall. Suitable weep holes shall be provided in the boxes to draw off water away from any wall. Notwithstanding the foregoing, Tenant shall comply with all of Owner's rules, as same may be supplemented and/or amended from time to time, with respect to any permitted plantings. Tenant is responsible to maintain the containers in good condition, and to maintain the drainage tiles and weep holes in operating condition. Tenant shall move or remove any and all plantings, boxes and other property left on the terrace or balcony, at Tenant's sole cost and expense, as and when required by Owner or its agent, for any reason. Tenant will be required to relocate any plantings in order to allow access, inspection or repairs deemed necessary by Owner or its agent.
4. Tenant is strictly prohibited from storing bicycles or furniture on the terrace or balcony and from hanging any clothes, flags, advertisements, banners artwork, wiring or any other personal property from the terrace or balcony without first receiving express written permission from Owner which Owner may withhold for any reason.

Dated: **September 4, 2026**

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
01:55 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK



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): **James Daniel Keating**

Subject Premises: **65 Dupont Street #340, Brooklyn, NY 11222**

Apt.#: **340**

Date of vacancy lease: **October 8, 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:

TENANT:

By:

James Daniel Keating (Tenant)

9/4/2026
01:55 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York,
Inc.)

Date



Initials: SK

§ 421-A(16) RIDER TO LEASE AGREEMENT MARKET RATE UNITS

LEASE DATED: September 4, 2026 **OWNER:** Dupont Street Owner LLC c/o FirstService Residential New York

APARTMENT: 340 in BUILDING at 65 Dupont., Brooklyn, NY 11222

TENANT: James Daniel Keating

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

I. NOTICE REGARDING RECEIPT OF § 421-A(16) TAX BENEFITS

OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A(16) ("§ 421-A(16)").

PLEASE BE ADVISED THAT PURSUANT TO GUIDANCE OF THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL ("DHCR") AND THE NEW YORK CITY DEPARTMENT OF HOUSING PRESEVATION AND DEVELOPMENT, THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION IF, ON THE DATE OF INITIAL OCCUPANCY OR THE DATE OF OCCUPANCY AFTER ANY VACANCY LEASE FOR THIS APARTMENT, THE AMOUNT OF MONTHLY RENT CHARGED FOR THE APARTMENT EXCEEDS THE DEREGULATION RENT THRESHOLD ("DRT") AS SET BY THE DHCR AND APPLICABLE AT THAT TIME. FOR THE PERIOD BETWEEN AUGUST 1, 2025 AND AUGUST 1, 2060, THE DRT IS \$3,123.69

BECAUSE THE INITIAL RENT CHARGED AND PAID FOR THE APARTMENT MEETS OR EXCEEDS THE DRT, THE APARTMENT IS NOT SUBJECT TO RENT STABILIZATION.

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



Initials: SK

II. YOUR CONFIRMATION

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

TENANT:

By:



9/4/2026
01:55 PM EDT

James Daniel Keating (*Tenant*)

Date

**Dupont Street Owner LLC c/o
FirstService Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.) *Date*



Initials: SK

LICENSE AGREEMENT FOR USE OF AMENITY SERVICES

THE PARTIES TO THIS LICENSE AGREEMENT (the "License") are Dupont Street Owner LLC c/o FirstService Residential New York (OWNER), c/o FirstService Residential New York AS AGENT FOR OWNER, (hereinafter collectively referred to as "Licensor"), having its offices at 575 Fifth Avenue, 9th Floor, New York, NY 10017, AND James Daniel Keating and the following qualified occupants (if any) _____ (hereinafter collectively referred to as "Licensee") OF APARTMENT 340 IN THE BUILDING LOCATED AT 65 Dupont Street, Brooklyn, NY 11222 (THE "BUILDING").

1. Licensee agrees and understands that a _____ (collectively, the "Amenity Services"), are provided at the Building as an accommodation only, and that their use is optional and only available for an additional fee of \$100.00 monthly, which is not included in the monthly Apartment rent.
2. Licensee will receive a one-time concession on the additional fee due for the use of the Building's Amenity Services during the first term of their License. Licensee understands that this concession is not intended to be a permanent benefit and will not apply as a term or condition for the duration of their residency or upon renewal of this Agreement.
3. Licensee agrees to sign any requisite liability waivers and License application which may be required for use of the Amenity Services. It is specifically agreed and understood that a breach of any of the rules and regulations adopted by Licensor, Agreements, Riders, Applications, License forms or other similar documents related to the Amenity Services, if any, which may be amended from time to time by Licensor, for use of the Amenity Services, shall be deemed a breach of a substantial obligation of this Agreement and Licensor shall have the right to terminate Licensee's use of Amenity Services.
4. It is agreed and understood that use of the Amenity Services shall be a revocable License, which may be revoked by the Licensor in its sole discretion. If such license is revoked, or if the amount of such space, equipment or services is diminished, Licensor shall not be subject to any liability nor shall Licensee be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution be deemed a constructive or actual eviction.
5. The term of this license shall commence on the date of this Agreement and expire on the earliest of: (a) the expiration date recorded in the lease governing the Apartment in which Licensee resides; (b) the date Licensee ceases to be in good standing or a resident of the Building; or (c) the date this License is otherwise terminated by Licensor, as it shall have the right to do in its sole discretion.
6. Licensee remaining in good standing shall be a material inducement for Licensor's agreement to enter into or renew this License Agreement, such that absent Licensee maintaining his or her status in good standing, Licensor would neither offer this amenity to Licensee, nor would Licensor execute this License Agreement.
7. Upon expiration of this Agreement, Licensor may, in its sole discretion, increase the fee in accordance with all applicable laws.
8. Use:
 - a) To the extent, if any, Licensee elects to make use of the Amenity Services the Licensee does so at Licensee's own risk. Licensee agrees and acknowledges that Licensor is neither responsible nor liable for any acts, omissions, events or occurrences relating to Licensee's or Licensee's invitee(s) use of the Amenity Services.
 - b) The Amenity Services may be used only by the Licensee and such other lawful occupants of Licensee's apartment aged 18 or older, other than employees of Licensee. Such other lawful occupants of Licensee's apartment aged 18 or older must sign the Addendum to this License Agreement as a condition to using the Amenity Services.
 - c) The Amenity Services may be used only for the usual and proper use of the Amenity Services and in compliance with and subject to all laws, orders, rules, ordinances and regulations of all governmental agencies ("Laws") and all rules and regulations adopted by Licensor ("Rules"). Licensee acknowledges and agrees that violations of such Laws and Rules shall constitute a default under this Agreement.
9. Services: Licensor may modify or eliminate the Amenity Services and/or add to or remove equipment at any time Licensor deems the same necessary or desirable. Licensee shall provide their own clothing and towels at their sole cost and expense.
10. Condition of Amenity Services

Generally: Licensee shall take good care of the Amenity Services and their equipment and shall reimburse Licensor for all repairs or replacements necessitated by the negligence or negligent acts of Licensee or Licensee's guests. Neither Licensee nor any of Licensee's guests may alter, decorate or deface the Amenity Services. Licensee and any of Licensee's guests shall remove all property of theirs at the end of each use of the Amenity Services and shall leave the Amenity Services clean and orderly.

Availability: Licensee understands that the Amenity Services provided by Licensor are subject to limited availability and



Initials: SK

are being provided subject to such limited availability. Licensee understands and agrees that the Amenity Services provided by Licensor may be closed from time to time due to maintenance, repairs, and/or for private events or the private exclusive use of the facility or Amenity Service by another tenant or group of tenants for additional fees. If a facility or service provided by Licensor is not available to Licensee at any particular time, Licensee shall not have any claim or right to reduce or withhold payment of rent or additional rent in any amount for any period of time.

Roof Terrace and Other Common Areas:

- a) Invited guests are permitted to access the roof terrace only if they are accompanied at all times by the registered tenant. The tenant is responsible for the actions of his or her guests. No one else is permitted to access the roof terrace unless specifically authorized by these rules.
- b) Invited guests are limited to **2 guests** persons per apartment at any one time and subject to a daily guest fee **\$0.00** per person. Invited guest beyond the limited **2 guests** person per apartment will require approval by Licensor.
- c) Use of the roof terrace is at the user's own risk. Owner is not responsible for any injuries or damage resulting from use of the space.
- d) Tenants and their invited guests shall supervise children under the age of **14** years at all times.
- e) Show consideration and respect for your neighbors. If there is any request from a neighbor for less noise, all such noise must cease.
- f) No audible music is permitted to be played on the roof terrace. No live music, no DJs and no amplifiers are permitted.
- g) Keep the area clean. The roof terrace, grill, and all furniture if any must all be left in as good or better condition as when you arrived. If you move furniture around, or bring your own chairs outside, be careful not to damage anything and please remove your furniture and return everything to its prior place when you leave.
- h) Remove your trash when you leave. You must take all your trash with you when you leave, including your recyclables, cardboard boxes, etc. Please dispose of your trash in accordance with building rules - do not leave it in hallways or in the chute room on the top floor.
- i) If something happens, be proactive to prevent permanent damage. Promptly clean up any spills, make your best efforts to fix any other damages you or your guests observe and always notify building staff of any problem you have been unable to resolve completely.
- j) The following are NEVER PERMITTED on the roof terrace. This list is not exhaustive - use your good judgment to consider whether items not on this list might mar the appearance or condition of the terrace, or the shared enjoyment of the space with your neighbors and please, refrain from doing them.
 - i. No pets
 - ii. No smoking
 - iii. No bikes, trikes, roller-blades, skateboards or scooters
 - iv. No chalk, paint or other substance that can leave a mark
 - v. No tents, awnings or hammocks
 - vi. No unlawful activities of any kind
 - vii. No propane
 - viii. No amplified music
 - ix. No plantings or flowers may be left on the roof terrace
- k) Do not add furniture or furnishings to the roof terrace without the prior permission of the Managing Agent.
- l) Licensee is responsible independently of any guest for the proper behavior and actions of the guest. Licensor acting through any of its agents reserves the right to exclude or eject without liability any tenant, guest or other person who engages in objectionable behavior on or near the roof terrace. In the event of damage or injury to any part of the roof terrace or its amenities caused by a guest, the Licensee and/or tenant of record will be charged the cost to resolve the damage or injury. This includes but is not limited to the cost of cleaning, repairing or replacing the damage in whatever manner and amount is determined by the Licensor. The cost of any damages shall be billed to the tenant of record as additional rent.

11. Assumption of Risks of Use/Release/Indemnification:



Initials: SK

- a) Licensee understands that use of the Amenity Services may involve serious risk to persons with physical disabilities and certain medical conditions. Licensee warrants and represents to Licensor that neither Licensee nor any of Licensee's guests suffers from any physical disabilities or medical conditions which would put them at risk by using the Amenity Services and that Licensee and all such of Licensee's guests have consulted or will consult their personal physicians prior to using the Amenity Services and will not use it if advised not to do so by their personal physicians. Licensee further understands and acknowledges that it shall be utilizing the Amenity Services unattended by Licensor, its members, agents, employees or affiliates and assumes the risk of injury and damage arising out of or as a result of Licensee's and Licensee's guests' use and/or occupancy of the Amenity Services or any of the equipment provided and available therein, as well as from any other condition existing in the Amenity Services and/or any of the equipment provided and available therein at the time this Agreement is executed.
 - b) Licensee, on Licensee's own behalf, and for and on behalf of all Licensee's guests, releases Licensor and Licensor's officers, directors, shareholders, agents and employees from any and all liability occasioned by accident or other occurrence arising out of use of the Amenity Services and the equipment therein.
 - c) In addition, Licensee shall indemnify and defend Licensor and Licensor's officers, directors, shareholders, agents and employees from and against (a) any loss, damage, liability, claim or expense arising out of injury to Licensee or Licensee's guests resulting from their use of the Amenity Services and the equipment therein: and (b) any expense relating to any violation, fine or claim arising from any act or neglect of Licensee or any of Licensee's guests. The foregoing indemnities shall include reasonable attorneys' fees. In addition, Licensee shall reimburse Licensor for any supplies consumed and any damage to the Amenity Services caused by Licensee or any Licensee's guests.
 - d) The parties hereto agree to waive the right to a jury trial in the event of any conflict arising out of this License or use of the Amenity Services.
- 12. Attendants; Staffing:** Licensee agrees that Licensor will provide no attendants or other staffing for the Amenity Services and that building employees will not be available to provide services to or in connection with the Amenity Services except as expressly authorized by Licensor.
- 13. Duty to Obey Laws and Rules:** Licensee and the Licensee's guests shall comply with all laws, directions of Licensor's insurers, the rules of Licensor annexed hereto and such other and further rules as Licensor may from time to time promulgate.
- 14. Default and Termination.**
- a) Failure to perform or otherwise comply with any obligation in this Agreement or any Rule of Licensor or Law with respect to the Amenity Services shall constitute a default hereunder.
 - b) In the event of a default, Licensor shall provide Licensee with written notice specifying the default. Licensee shall then be entitled to ten (10) days from the receipt of such notice to cure such default, provided, however, that in the event of a monetary default, Licensee will only be allowed to cure such default within five (5) days after receipt of such Notice. Upon expiration of said cure periods, Licensor may cancel this Agreement by giving Licensee three (3) days' notice of Licensor's cancellation of this License, upon which notice this License shall end, and Licensee shall vacate the Amenity Services and the means of access shall be terminated upon the expiration of said notice.
 - c) In addition to canceling this License, Licensor may seek reimbursement for Licensor's expenses arising out of any default, including but not limited to reasonable attorneys' fees, and the same shall constitute additional rent payable under the tenant of record's lease.
- 15. Notices:** Any bill, demand, notice or other communication given in accordance with this Agreement shall be in writing and delivered by regular mail and certified mail to Licensor's managing agent (if given by Licensee) or to Licensee's apartment (if given by Licensor).
- 16. Licensor Unable to Perform:** If due to any cause whatsoever, Licensor fails to perform any obligation hereunder, Licensee's sole remedy shall be to terminate this License.
- 17. Revocable License Only:** The consent given to Licensee hereunder is a License only, revocable with or without cause at any time by Licensor in its sole discretion upon written notice to Licensee, and may not be assigned.
- 18. Disputes:** Licensee agrees that any dispute or question covering the use of the Amenity Services may be resolved by Licensor and that the decision of such shall in all respects be binding and conclusive as to Licensee and all Licensee's guests.



IN WITNESS WHEREOF, Licensor and Licensee have signed this License Agreement as of the above date.

TENANT:

By:



9/4/2026
01:58 PM EDT

James Daniel Keating (Tenant)

Date

Dupont Street Owner LLC c/o FirstService Residential New York, Inc.:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.) Date



Initials: SK

FITNESS CENTER - RULES AND REGULATIONS

The following rules have been adopted by Dupont Street Owner LLC c/o FirstService Residential New York to govern the operation of the Fitness Center and are in effect until repealed, amended or otherwise modified.

1. Everyone who uses the Fitness Center must first submit a properly executed license agreement to the Owner.
2. All authorized users of the Health Club/Fitness Center must submit to the method of screening for entry into the Fitness Center designated by Owner. No unauthorized person may be granted access to the Fitness Center in lieu of or in addition to such authorized persons.
3. Because of the size of the Fitness Center and uncertainty of the volume of usage, all authorized users who do not have to use the Fitness Center during the "high volume times" are encouraged to use it at other times.
4. Guests of Licensees who are not authorized users are not permitted and employees of Licensees are not eligible to use the Fitness Center.
5. The Fitness Center will be open during such hours as deemed appropriate by Owner which may be changed from time to time at Owner's discretion.
6. While others are waiting, there will be a 30 minute time limit on the use of exercise equipment.
7. Each participant must bring a towel to the Fitness Center and clean the equipment after each use.
8. No radios, tape or CD players or audio equipment of any other kind may be used in the Fitness Center except with headphones.
9. All persons using the Fitness Center are responsible for returning the equipment to the proper location and cleaning up after themselves as the Fitness Center will be unattended. No personal belongings should be left overnight and no equipment should be removed from the Fitness Center.
10. No food or drink (with the exception of water) is permitted anywhere in the Fitness Center.
11. Pets are not permitted in the Fitness Center.
12. Smoking is not permitted in the Fitness Center.
13. Each Licensee must wear sneakers (no black soles please) and proper gym clothing when using the Fitness Center.
14. Use of the facilities and equipment is at your own risk.
15. The Fitness Center is available for use by adult residents only. No one under the age of 18 is permitted in the Fitness Center at any time, even if accompanied by a parent or an adult.
16. Be sensitive to noise(s) made by equipment, weight trees and dumb bells. Noise is easily transferred within the building and can be annoying to tenants residing above and below the Fitness Center.
17. Guests are not permitted in the Fitness Center.
18. No classes of any type nor any personal trainers are permitted in the Fitness Center.
19. Trash must be placed in the container(s) provided. We urge members to keep the Fitness Center the way you would hope to find it when you arrive.
20. Please refer to your License Agreement for other provisions relating to your use of the Fitness Center.

General Information: Please be considerate of other Fitness Center users. Any comments or suggestions or violations of any Rules & Regulations should be reported immediately to the Managing Agent. Any infraction of the Rules & Regulations may result in revocation of License to use the Fitness Center.



Initials: SK

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed as of the day and year first set forth in the lease.

TENANT:

By:



9/4/2026
02:00 PM EDT

James Daniel Keating (Tenant)

Date

Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.) Date



Initials: SK

BICYCLE STORAGE LICENSE AGREEMENT

THIS BICYCLE STORAGE LICENSE AGREEMENT (this "License") made on September 4, 2026 is by and between Dupont Street Owner LLC c/o FirstService Residential New York (OWNER), c/o FirstService Residential New York AS AGENT FOR OWNER (hereinafter collectively referred to as "Licensor"), having its offices at 575 Fifth Avenue, 9th Floor, New York, NY 10017 and James Daniel Keating and the following qualified occupants (if any) _____ (hereinafter collectively referred to as "Licensee") having an address at 340 IN THE BUILDING LOCATED AT 65 Dupont Street, Brooklyn, NY 11222 (THE "BUILDING").

WHEREAS, Licensor is the owner of the building located at 65 Dupont Street, Brooklyn, NY 11222 (the "Building"); and

WHEREAS, Licensor and Licensee have entered into a Lease, dated as of October 8, 2026 (the "Lease") for Apartment 340 in the Building; and

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

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

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

1. **License Agreement Provisions Prevail.** Licensor and Licensee agree that, in the event of a conflict between the provisions contained in the Lease and this License, it shall be deemed to be the intent of the parties that the provisions contained in this License supersede any inconsistent provisions of the Lease and the Lease is deemed modified hereby.
2. **License.** Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a license ("License") for the exclusive use of the Designated Bicycle Rack and Licensee hereby accepts such License from the Licensor.
3. **Term.** The term ("Term") of this License shall be for a period of 1 year, commencing on October 8, 2026 ("Commencement Date") and expiring on October 7, 2027 ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. The Term is a period that is co-terminus with the duration of the Licensee's Lease, dated October 8, 2026. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Lease terminates or expires.
4. **License Fee.** In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of \$20.00 monthly, in advance, upon execution of this Agreement and the Amenities Agreement (as defined in the Amenities Agreement), and, if renewed, within five (5) business days of the commencement of the renewal term. Licensor may increase the License Fee on thirty (30) days prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License Fee is not received on or before the fifth business day of the commencement of the renewal term, a late charge shall be charged in accordance with the late payment provisions of the Lease.
5. **Use.**
 - (a) Licensee shall use and occupy the Designated Bicycle Rack for storage of his/her bicycle, in compliance with law, and for no other purpose.
 - (b) Licensee shall not store in the Designated Bicycle Rack any articles or material which (i) pose a threat to the health or safety of the Licensee or occupants of the Building or the Building, (ii) that cause noxious odors, dirt or other sanitary problems, or (iii) that would be deemed or determined to be a "hazardous substance" or "hazardous waste" under any federal, state or local statute, law, ordinance or regulation now or hereafter in effect, or otherwise create a nuisance, including any hazardous, flammable, explosive, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement, or (iv) any animals or food. Batteries, if any, must be disconnected at all terminals.
 - (c) Licensee shall not (i) store any property outside of the Designated Bicycle Rack, (ii) allow any other person to use the Designated Bicycle Rack, or (iii) alter, modify, or add signage to the Designated Bicycle Rack.
6. **Condition of Premises, Maintenance, Alterations.**
 - (a) Licensee has examined the Designated Bicycle Rack and accepts it in its current condition without any representations on the part of Licensor. Licensor shall have no obligation to perform any work in, to, or on the Designated Bicycle Rack and Licensee shall accept the Designated Bicycle Rack in its "as-is" condition.
 - (b) Licensee shall, at Licensee's sole cost and expense, keep and maintain the Designated Bicycle Rack in commercially



reasonable condition and good repair. Licensee agrees to report in writing to Licensor any defective condition in or about the Designated Bicycle Rack known to Licensee, and further agrees to contact Licensor by telephone or email immediately in such instance.

(c) Licensee shall not make any improvements, installations, alterations or additions in, to, or on the Designated Bicycle Rack.

7. **Right to Enter.** Licensor, its agents or employees shall have the right (but not the obligation) to open the Designated Bicycle Rack in an emergency at any time, and, at other reasonable times upon prior notice to Licensee (as defined herein), to inspect and examine the Designated Bicycle Rack and to make such repairs, replacements and improvements as Licensor may desire. Notwithstanding anything herein to the contrary, Licensor shall be under no obligation to make any repairs, replacements, or improvements to the Designated Bicycle Rack.

8. **Licensee's Risk & Insurance.**

(a) Licensee shall keep all personal property of every kind, nature and description of Licensee and of all persons claiming by, through or under Licensee, at their sole risk and hazard, and if the same shall be lost, stolen, or damaged by any cause, neither Licensor, its agents, nor any of the aforementioned entities' respective members, officers, agents or employees shall be liable.

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

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

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

11. **Default and Termination.**

(a) Licensee defaults under the License if Licensee fails to carry out any agreement or provision of this License.

(b) If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensor may serve Licensee with a written notice to stop or correct the specified default within ten (10) days. Licensee must then either stop or correct the default within 10 days, or, if Licensee needs more than 10 days, Licensee must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible. If Licensee does not stop or begin to correct a default within 10 days, Licensor may give Licensee a second written notice that this License will end ten (10) days after the date the second written notice is sent to Licensee. At the end of this 10-day period, this License will end, and Licensee then must remove all property from the Designated Bicycle Rack. Licensor shall have the right to ask a Court give the Licensor such other relief as the Court can provide.

(c) If Licensee does not pay the License Fee when this License requires after a personal demand for the License Fee has been made, or within ten (10) days after a statutory written demand for the License Fee has been made, or if the License ends, Licensor may do the following:

1. Enter the Designated Bicycle Rack and retake possession of it if Licensee has vacated; or
2. Go to court and ask that Licensee be compelled to remove all items from the Designated Bicycle Rack. Licensor shall also have the right to ask a Court give the Licensor such other relief as the Court can provide.

(d) The License shall immediately be revoked at such time as the Licensee vacates the Apartment or the Lease terminates or expires.

(e) Licensee shall not assign or sublet this License or the Designated Bicycle Rack. In any such event, the License shall



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immediately be revoked.

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

12. Renewal.

- (a) Unless this License is terminated by Licensor pursuant to ¶ 11 prior to its expiration, this Agreement shall be expire at the end of the License Period. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Licensee's renewal lease. For rent stabilized renewal leases (if applicable), said renewal shall be at the percentage increase applicable to the rent stabilized renewal lease.
- (b) If Licensee wishes to renew the License, Licensee shall execute a License Renewal form prior to the expiration of the License Period. Said License Renewal shall be included with Licensee's Renewal Lease package, and Licensee shall pay the annual fee upon execution of the renewal.

13. Notice

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

14. Surrender.

- (a) Upon the expiration or earlier termination of this License, Licensee shall (i) remove Licensee's property from the Designated Bicycle Rack, and (ii) surrender the Designated Bicycle Rack in as good a condition as it was on the commencement date of the License, reasonable wear and tear excepted.
- (b) If Licensee fails to surrender possession of the Designated Bicycle Rack upon the expiration or earlier termination of this License, or if any property of Licensee remains in the Designated Bicycle Rack after the expiration or earlier termination of this License, (i) any property remaining in the Designated Bicycle Rack shall be deemed conclusively abandoned, and (ii) Licensor may, without any notice and without prejudice to any other remedy Licensor may have, enter the Designated Bicycle Rack and remove and dispose of any property in the Designated Bicycle Rack, at Licensee's sole cost and expense, without being liable for any claim for trespass, conversion, or damages.
- (c) Any expenses incurred by Licensor for Licensee's failure to surrender the Designated Bicycle Rack in the manner required under this License and/or for removal and disposal of any property in the Designated Bicycle Rack upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease.
- (d) If Licensee shall fail to surrender the Designated Bicycle Rack upon the expiration or earlier termination of this License, Licensee shall have the status of a holdover occupant of the Designated Bicycle Rack. Under no circumstances shall Licensee's occupancy of the Designated Bicycle Rack after the expiration or earlier termination of this License be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack. In addition to any other rights and remedies which may be available to Landlord either pursuant to this License or applicable law, Licensor may charge Licensee twenty dollars (\$20.00) per day during any such holdover period. The acceptance by Licensor of any payments from Licensee after the expiration or earlier termination of this License shall not be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack, and shall be deemed to represent payment of use and occupancy by Licensee for the Designated Bicycle Rack. Nothing herein shall constitute Licensor's consent to any holdover by Licensee or to impair Licensor's right to remove and dispose of property in the Designated Bicycle Rack, or exercise Licensor's other rights and remedies under this License or under applicable law on account of any holdover.

- 15. No Estate Conveyed.** This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the Designated Bicycle Rack (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.

- 16. Exculpation of Licensor.** Licensee shall look solely to the estate and property of Licensor in the land and Building of which the Premises are a part, for the satisfaction of Licensee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default or breach by Licensor with respect to any of the terms, covenants and conditions of this License to be observed and/or performed by Licensor, and no other property or assets of Licensor or Licensor's Entities shall be subject to levy, execution or other enforcement procedure for the



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satisfaction of Licensee's remedies.

- 17. Brokerage.** Licensee represents and warrants that it has not dealt with any broker in connection with the execution of this License and agrees to indemnify and hold Licensors harmless from and against any and all liabilities from any claims of any broker (including, without limitation, the cost of attorneys' fees in connection with the defense of any such claims).
- 18. Subordination.** This License is and shall be subject and subordinate to all ground or underlying leases of the entire Building and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination.
- 19. Governing Law.** This License has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.
- 20. Entire Agreement; No Waiver.** This License contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

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

☐ I/We chose to enter into a Bicycle Storage License Agreement.

☒ I/We chose not to enter into a Bicycle Storage License Agreement.

LICENSEE:

TENANT:

By:



9/4/2026
02:02 PM EDT

James Daniel Keating (Tenant)

Date

LICENSOR:

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 4, 2026 BETWEEN DUPONT STREET OWNER LLC C/O FIRSTSERVICE RESIDENTIAL NEW YORK (LANDLORD) AND JAMES DANIEL KEATING (TENANT) REGARDING APARTMENT 340 IN THE PREMISES LOCATED AT 65 DUPONT STREET, BROOKLYN, NY 11222. 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.

EARLY OCCUPANCY RIDER TO LEASE

(License)

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

AGREEMENT between Dupont Street Owner LLC ("Licensor"), with offices at michael.somberger@fsresidential.com, and James Daniel Keating ("Licensee")

WHEREAS, pursuant to a certain lease dated September 4, 2026 (hereinafter "the Lease"), Licensee will be the tenant of Apartment 340 (the "Apartment") at 65 Dupont Street, Brooklyn, NY 11222 ("Subject Building") commencing on October 8, 2026 ("the commencement date"); and

WHEREAS, notwithstanding the commencement date of the Lease and the commencement of Licensee's tenancy thereunder, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date.

NOW, therefore, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PREMISES.** Licensor hereby grants permission to the Licensee to occupy the Apartment.
2. **TERM.** The license shall be for a 30 day term commencing September 8, 2026 and expiring on October 7, 2026.
3. **NATURE OF OCCUPANCY.** The occupancy of the Licensee at the Apartment prior to the commencement date of the Lease shall be as the Licensee of Licensor. It is expressly understood that Licensee has entered into this License Agreement with Licensor predicated solely as an incident of the Licensee's having entered into the Lease for the Apartment. Absent the Licensee's having leased the Apartment, Licensor would not have offered or executed this License Agreement with the Licensee.
4. It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations.
5. **OCCUPANCY AND USE.** Licensee shall use and occupy the Apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the Licensee may use the apartment.
6. **ASSIGNMENT AND SUBLEASE.** Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the Apartment or any part thereof to be used by others, without the prior written consent of the of



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Licensor in each instance. Said consent of Licensor can be unreasonably withheld. If the Licensee assigns or sublets, his/her right to occupancy of the Apartment, the license shall end and expire immediately upon such attempted assignment or sublease.

7. **CONDITION OF PREMISES.** Licensee has examined the Apartment and accepts it in its present condition.
8. **FEE FOR PREMISES.** Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date, Licensor agrees to waive Licensee's payment of any fee for Licensee's use and occupancy of the Apartment during this license period. However, in the event that Licensee fails to honor and proceed with the Lease on its commencement date, then Licensor's waiver of Licensee's payment of any fee for Licensee's use and occupancy of the Apartment during this License shall be rendered null and void, such that Licensee shall be liable to Licensor for said use and occupancy of the Apartment in the sum of **\$4,330.00**, per month, which sum is equivalent to the monthly rental for the Apartment under the Lease, and Licensee shall continue to be liable for the market value of said use and occupancy of the Apartment until Licensee vacates the Apartment.
9. **COVENANTS, RULES AND REGULATIONS.** Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License.
10. **TERMS OF OCCUPANCY.** It is hereby acknowledged that the Licensee has read and understands this License Agreement and the Lease and will not violate either it in any way.
11. **TERMINATION OF LICENSE.** Licensor may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.
12. It is specifically understood and agreed by and between the parties that this License Agreement is the result of negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
13. **RIDER TO LEASE.** This Rider shall be deemed to be incorporated into and is made a part of the Lease between the parties regarding the renting of the Apartment.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

TENANT:

By:



James Daniel Keating (Tenant)

Date

9/4/2026
02:03 PM EDT

Dupont Street Owner LLC c/o FirstService Residential New York, Inc.:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.)

Date



Initials: SK

RIDER TO LEASE REGARDING ELECTRONIC DELIVERY

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **September 4, 2026** between **Dupont Street Owner LLC c/o FirstService Residential New York** ("Landlord") and **James Daniel Keating** as Tenant(s) ("Tenant"), for Apartment **#340** ("Apartment") in the premises located at **65 Dupont Street, Brooklyn, NY 11222** ("Building") (collectively, the "Lease").

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 Landlord and the obligations of the Tenant. Tenant acknowledges that as a material inducement to Landlord to execute the Lease, Tenant agrees to each of the following:

1. Tenant agrees that Tenant's electronic signature is the legal equivalent of its manual signature on this Lease. Tenant's use of any other form of electronic signature, including but not limited to email or .pdf signatures shall constitute Tenant's signature, acceptance and agreement (hereafter referred to as "E-Signature") as if actually signed by Tenant in writing. Tenant agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action (e.g. selecting an "I Accept" icon or its equivalent) while using any sites or digital platforms operated by Landlord or Landlord's designee shall constitute Tenant's E-Signature and Tenant shall be legally bound by the terms and conditions of this Lease. Tenant also agrees that no certification authority or other third party verification is necessary to validate Tenant's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability or validity of Tenant's E-Signature or any resulting contract or agreement between Tenant and Landlord.
2. Tenant specifically agrees to receive any and all Communications (defined below) electronically (including, but not limited to, by email to Tenant's email address designated below ("Tenant's Email Address"). Further, by signing below, Tenant voluntarily agrees and consents that service of any lease or renewal lease or summons, complaint, notice of petition or petition, or other legal process in any suit, action or proceeding (collectively, "Service") may be made by email to Tenant at Tenant's Email Address, and consents and agrees that such Service shall constitute in every respect valid and effective service, but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law. Any and all Communications or Service sent by Landlord or its agents to Tenant shall be deemed delivered when sent to Tenant's Email Address and Tenant irrevocably waives any and all claims it may have against Landlord in law or equity to contest same. The term "Communications" shall be deemed to mean any bills, statements, notices, demands, requests, notices of any legal proceeding or action in connection with this Lease, including, without limitation, any other communications in connection with this Lease or relationship between Tenant and Landlord. Nothing contained herein shall mean that Landlord must provide any Communications electronically; Landlord may, at its sole option, alternatively deliver any Communications to Tenant on paper should Landlord choose to do so.
3. Tenant acknowledges that, for its records, it is able to retain Communications, this Lease and any other agreements between Landlord and Tenant delivered electronically by printing and/or downloading and saving the same. Tenant agrees to print out or download this Lease, all Communications delivered electronically and all documents to which Tenant agrees by use of its E-Signature and to keep such printed copies for Tenant's records.
4. Tenant may request a paper version of any Communications delivered electronically. tenant acknowledges that Landlord reserves the right to charge Tenant a reasonable fee for the costs of administrations, production and mailing of paper versions of such Communications. To request a paper copy of an Electronic Communication, contact Landlord in writing at **65 Dupont Street, Brooklyn, NY 11222**.
5. Tenant has the right to withdraw its consent to receive Communications electronically at any time. Tenant acknowledges that Landlord reserves the right to restrict or terminate Tenant's access to any of its sites or digital platforms if Tenant so withdraws its consent to receive Communications electronically. If Tenant wishes to withdraw its consent, it must be done in writing to Landlord at **65 Dupont Street, Brooklyn, NY 11222**.
6. Tenant's current email address is **jamesdkeating@hotmail.com**. Tenant agrees to promptly inform Landlord of any changes to its email address. Tenant may modify its email address by submitting a written notification to Landlord at **65 Dupont Street, Brooklyn, NY 11222**. If there is more than one (1) Tenant named in the Lease, all Tenants agree and acknowledge that the sending of any Communication to the email address set forth in this paragraph is good and sufficient notice to all Tenants named in the Lease. Tenant understands that it is Tenant's responsibility to ensure Landlord has been given Tenant's up-to-date email address and that it is in fact correct and accurate. Tenant further understands that it is solely responsible for ensuring its email address is functioning properly at all times and that Landlord has no liability for errors in transmission of the electronic notices other than addressing the electronic notices to the email address provided by Tenant.
7. In order to receive and retain Communications electronically, Tenant must install, maintain and operate, at its own expense, any and all necessary telephone lines, computers, access to the internet, internet browsers, software, connections and/or equipment needed to receive Communications electronically. Landlord is not responsible for errors,



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failures or malfunctions in connection with any of the foregoing. Landlord is also not responsible for computer viruses or related problems associated with use of any online system or other digital platform. Without limiting the foregoing, by agreeing to the Lease, Tenant expressly represents that Tenant currently is, and will at all times be, able to satisfy and maintain the following minimum requirements:

- A personal computer or other similar device (e.g., an iPad, a smartphone) that is capable of accessing the Internet.
 - An E-Mail account capable of receiving electronic correspondence and attachments thereto.
 - Software that enables Tenant to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader? version 8.0 and above.
8. Tenant is fully aware of its right to discuss any and all aspects of this Lease and Rider with counsel of its choice. Tenant hereby acknowledges that (he/she) has carefully read and fully understands all of the provisions of this Lease and Rider, that (he/she) has had a reasonable period of time within which to consult with counsel or to otherwise consider the terms of this Lease and Rider and that (he/she) is voluntarily entering into this Lease and Rider and consents thereto.
9. If any provision of this Lease or Rider, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease and Rider shall not be thereby affected, and each provision shall remain valid and enforceable to the fullest extent permitted by law.
10. Tenant's execution of this Rider is a material inducement to Landlord to enter into this Lease, and without such inducement Tenant acknowledges that Landlord would not have entered into this Lease. Any failure by Tenant to comply with the requirements of this Lease and Rider shall be deemed a material breach of this Lease and Rider, for which Landlord shall be entitled to any and all of its remedies in accordance with the terms, conditions and covenants of this Lease and Rider.
11. Tenant shall promptly reimburse Landlord, as additional rent, for all legal fees and any other expenses and costs incurred by Landlord in connection with any dispute or action in connection with this Lease or Rider (including, but not limited, any action by Landlord in connection with the collection of sums owed to Landlord under this Lease or Rider).
12. This Lease and Rider is a result of an arm's length negotiation between the parties. This Lease and Rider shall be construed in accordance with its plain meaning and shall not be construed for or against any party on account of the role of any party or its counsel in the drafting of this Lease and Rider.
13. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or Rider shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or Rider, or of the right to exercise such election.
14. Tenant understands that Landlord's policy on the use of electronic notices is subject to change by Landlord at any time in its sole discretion.
15. This Rider shall be incorporated into and be deemed a part of this Lease.

TENANT:

By:



James Daniel Keating (*Tenant*)

9/4/2026
02:03 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK



FIRE SAFETY PLAN

I/We, **James Daniel Keating**, of Apartment **340** located in the building known as **65 Dupont Street, Brooklyn, NY 11222** 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 **Dupont Street Owner LLC c/o FirstService Residential New York, Inc.** Date: **September 4, 2026**

Received by:

9/4/2026
02:03 PM EDT

James Daniel Keating (Received)

Date

Copy of this form **MUST** be available for FDNY inspection.

Original **MUST** be returned to **Dupont Street Owner LLC c/o FirstService Residential New York, Inc.**



Initials: SK

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: Greenpoint Central

ADDRESS: 65 Dupont Street, Brooklyn, NY 11222

BUILDING OWNER/REPRESENTATIVE:

Name: c/o First Service Residential

Address: 575 5th Avenue 9th Floor, New York, NY 10017

Telephone: 929-244-6496

BUILDING INFORMATION:

Year of Construction: 2025

Type of Construction: Non-Combustible

Number of Floors: 8 Above Ground (Aboveground) 1 Below Ground

Sprinkler System: Yes
Entire Building

Fire Alarm: Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.
Manual Pull Stations: 1st floor lobby

Public Address System: Yes
Location of Speakers: Common Areas

Means of Egress: (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):



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Type of Egress	Identification	Location	Leads to
Exit	No ID	Main Exit at 1st floor	From the east side of the 1st floor to courtyard then via walkway to DuPont Street
Exit	No ID	Exit at 1st floor	From the front of the 1st floor directly to DuPont Street
Exit	No ID	Exit at 1st Floor	From the south west side of the 1st floor directly to DuPont Street
Exit	No ID	Exit at 1st Floor	From the north side of the 1st floor via passageway to Clay Street from stair F
Exit	No ID	Exit at 1st floor	From the north side of the 1st floor to courtyard then via walkway to Dupont Street from stair C
Enclosed interior stairs	D	Rear of building	Roof to Cellar
Enclosed interior stairs	E	South side of building	Roof to Cellar
Enclosed interior stairs	F	North East side of building	Roof to Cellar
Enclosed interior stairs	G	South side of building	Roof to Cellar
Exit	No ID	Garage Exit	Vehicle ramp from garage to Clay Street

Other Information: Emergency Lighting is provided in the following areas: Hallways, stairs, lobby, basement and garage. There is no access to any adjoining building at roof level.

DATE PREPARED: 7/25/2025



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FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: **Greenpoint Central**

ADDRESS: **65 Dupont Street #340, Brooklyn, NY 11222**

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.



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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: SK

PART I -- BUILDING INFORMATION SECTION

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE BUILDING INFORMATION

65 Dupont Street Brooklyn, NY 11222

BUILDING REPRESENTATIVE:

c/o c/o First Service Residential
575 5th Avenue 9th Floor, New York, NY 10017
929-244-6496

BUILDING INFORMATION:

Year of Construction: 2025
 Type of Construction: Non-Combustible
 Number of Floors: 8 floors above grade, 1 floor/s below grade
 Sprinkler System: Yes; Yes; Fully Sprinklered
 Fire Alarm: Yes; Transmitted to Fire Department via alarm company
 Manual Pull Station Locations: 1st floor lobby
 Emergency Voice Communication System: No
 Public Address System: Yes

Means of Egress:

Type of Egress	ID	Location	Leads To
Exit		Main Exit at 1st floor	From the east side of the 1st floor to courtyard then via walkway to DuPont Street
Exit		Exit at 1st floor	From the front of the 1st floor directly to DuPont Street
Exit		Exit at 1st Floor	From the south west side of the 1st floor directly to DuPont Street
Exit		Exit at 1st Floor	From the north side of the 1st floor via passageway to Clay Street from stair F
Exit		Exit at 1st floor	From the north side of the 1st floor to courtyard then via walkway to Dupont Street from stair C
Enclosed interior stairs	D	Rear of building	Roof to Cellar
Enclosed interior stairs	E	South side of building	Roof to Cellar
Enclosed interior stairs	F	North East side of building	Roof to Cellar
Enclosed interior stairs	G	South side of building	Roof to Cellar
Exit		Garage Exit	Vehicle ramp from garage to Clay Street

Other Information: Emergency Lighting is provided in the following areas: Hallways, stairs, lobby, basement and garage. There is no access to any adjoining building at roof level.

Prepared: July 25, 2025



Initials: SK

FIRE SAFETY NOTICE

IN THE EVENT OF FIRE, STAY CALM. NOTIFY THE FIRE DEPARTMENT AND FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. IF YOU MUST TAKE IMMEDIATE ACTION, USE YOUR JUDGMENT AS TO THE SAFEST COURSE OF ACTION, GUIDED BY THE FOLLOWING INFORMATION:

YOU ARE IN A NON-COMBUSTIBLE (FIREPROOF) BUILDING

If The Fire Is In Your Apartment

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

If The Fire Is Not In Your Apartment

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

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:06 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK

FIRE SAFETY PLAN

PART II – FIRE EMERGENCY INFORMATION

BUILDING ADDRESS: 65 Dupont Street, Brooklyn, NY 11222

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

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

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



Initials: SK

fire.

- Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

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

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

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

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may



Initials: SK

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.



Initials: SK

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 threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)

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

Evacuation Instructions If The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

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



Initials: SK

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" BUILDING

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.

TENANT:

By:



James Daniel Keating (*Tenant*)

9/4/2026
02:06 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK

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 **65 Dupont Street, Brooklyn, NY 11222** Apt #**340** ("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.

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:06 PM EDT

Date

Dupont Street Owner LLC c/o FirstService Residential New York, Inc.:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.) Date

(6/2023)



Initials: SK

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "Guaranty") is executed and delivered in connection with that certain Residential Lease Agreement dated **October 8, 2026** (the "Lease") by and between **Dupont Street Owner LLC c/o FirstService Residential New York** with an address of **575 Fifth Avenue, 9th Floor, New York, NY 10017**, as Landlord/Lessor, and **James Daniel Keating** as Tenant/Lessee, covering property known as **65 Dupont, 65 Dupont Street, Brooklyn, New York 11222, Apartment #340**. In order to induce Lessor to enter into the Lease with Lessee, **Alan Keating** ("Guarantor") with an address of **218 Cliff Avenue, Pelham, NY 10803 - US**, has agreed to execute and deliver this Guaranty to Lessor. Guarantor acknowledges that Lessor would not enter into the Lease if Guarantor did not execute and deliver this Guaranty to Lessor. The obligations described herein shall be joint and several if there are more than one Guarantor under this Guaranty.

- 1. Guaranty.** In consideration of the execution of the Lease by Lessor and as a material inducement to Lessor to execute the Lease, Guarantor hereby irrevocably and unconditionally, guarantees the full, timely and complete (a) payment of all rent and other sums payable by Lessee to Lessor under the Lease, and any amendments or modifications thereto by agreement or course of conduct, and (b) performance of all covenants, representations and warranties made by Lessee and all obligations to be performed by Lessee pursuant to the Lease, and any amendments or modifications thereto by agreement or course of conduct. The payment of those amounts and performance of those obligations shall be conducted in accordance with all terms, covenants and conditions set forth in the Lease, without deduction, offset or excuse of any nature and without regard to the enforceability or validity of the Lease, or any part thereof, or any disability of Lessee.
- 2. Lessor's Rights.** Lessor may perform any of the following acts at any time during the Lease term, without notice to or assent of Guarantor and without in any way releasing, affecting or impairing Guarantor's obligations or liabilities under this Guaranty: (a) alter, modify or amend the Lease by agreement or course of conduct, (b) grant extensions or renewals of the Lease, (c) assign or otherwise transfer its interest in the Lease, the Premises, or this Guaranty, and (d) consent, to any transfer or assignment of Lessee's or any future lessee's interest under the Lease.
- 3. Lessee's Default.** This Guaranty is a guaranty of payment and performance, and not of collection. Upon any breach or default by Lessee under the Lease, Lessor may proceed immediately against Lessee and/or Guarantor to enforce any of Lessor's rights or remedies against Lessee or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Lessee or Guarantor.
- 4. No Waiver by Guarantor.** Lessor's failure or delay in exercising any rights under the Lease or Guaranty or in sending any notices, or requests, or in requiring strict performance or observation of any term or covenant of the Lease, shall not waive or release any of the Lessor's rights created by this Guaranty, the Lease, or at law or in equity.
- 5. Separate and Distinct Obligations.** Guarantor acknowledges and agrees that Guarantor's obligations to Lessor under this Guaranty are separate and distinct from Lessee's obligations to Lessor under the Lease. This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or an assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later amended or enacted, or the disaffirmance of the Lease in any action or otherwise. Guarantor waives any defense arising by reason of any disability or other defense of Lessee or by reason of the cessation from any cause whatsoever of the liability of Lessee.
- 6. Guarantor's Duty.** Guarantor assumes the responsibility to remain informed of the financial condition of Lessee, and of all other circumstances bearing upon the risk of Lessee's default, which reasonable inquiry would reveal, and agree that Lessor shall have no duty to advise Guarantor of information known to it regarding such condition or any such circumstance.
- 7. Guarantor's Waivers.** Guarantor hereby waives (a) presentment, demand for payment and protest of nonperformance under the Lease, (b) notice of any kind, including, without limitation, notice of acceptance of this Guaranty, protest, presentment, demand for payment, default, nonpayment, or the creation or incurring of new or additional obligations of Lessee to Lessor, (c) any right to require Lessor to enforce its rights or remedies against Lessee under the Lease, or otherwise, or against any other Guarantor, and (d) any right to require Lessor to proceed against any security held from Lessee or any other part.
- 8. Successors and Assigns.** This Guaranty shall be binding upon the heirs, administrators, executors, successors and assigns of the Guarantor and shall inure to the benefit of the Lessor, its successors and assigns.
- 9. Miscellaneous.**
 - a. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut. Each party, its agents and all other parties to this Agreement hereby consent to venue in the State of Connecticut, Judicial District of New Haven.
 - b. The titles and headings used in this Agreement are for convenience only, are not a part of this Agreement, and will have no effect upon its construction or interpretation.
 - c. Any modification or amendment of this Guaranty must be in writing and signed by the parties or their respective



successors in interest.

- d. If any term, covenant, condition or provision of this Guaranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Guaranty will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- e. Each person signing this Guaranty represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Guaranty.



Signed by Alan Keating

Fri Sep 4 2026 12:19:34 PM EDT

Key: 837AC5A7; IP Address: 23.205.248.63

Alan Keating (*Guarantor*)

Date



Initials: SK

HVAC

The Building is equipped with a heating, air conditioning and ventilation system ("HVAC") to ensure a comfortable temperature for the use and occupancy of the apartments. For studio apartments, heat shall be provided as mandated by law from October 1st to May 31st ("Heating Season") and air conditioning shall be provided solely during summer months. Climate control in the studio apartments during summer months shall be provided as is suitable in Owner's sole discretion and judgment to ensure comfortable use and occupancy. This temperature will not be adjusted higher or lower unless extraordinary circumstances arise. Owner reserves the right to stop the service of heating and/or air conditioning when necessary, by reason of any accident, repairs, alterations, improvements, which, in the judgment of Owner are desirable or necessary to be made until such repairs, alterations or improvements have been completed.

TENANT:

By:



9/4/2026
02:07 PM EDT

James Daniel Keating (Tenant)

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.) Date



Initials: SK

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.



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



nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



Initials: SK

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

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

Landlords must:

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

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



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



nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



Initials: SK

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: 65 Dupont Street
UNIT OR APARTMENT NUMBER: 340
CITY/TOWN/VILLAGE: Brooklyn
STATE: NY
ZIP CODE: 11222

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

- ☐ YES
☒ NO

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

- A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;
- B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);
- C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);
- D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5

of section 214 of the Real Property Law);

- E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);
 - F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);
 - G. ☒ Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);
 - H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law) ;
 - I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);
 - J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);
 - K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);
 - L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);
 - M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);
 - N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);
3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

- A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:
- B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE



Initials: SK

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):



Initials: SK

- 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):

TENANT:

By:



9/4/2026
02:09 PM EDT

James Daniel Keating (Tenant)

Date



Initials:

SK

SMOKE-FREE INITIATIVE RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED September 4, 2026 BETWEEN Dupont Street Owner LLC c/o FirstService Residential New York (LANDLORD) AND James Daniel Keating (TENANT) REGARDING APARTMENT 340 (APARTMENT) IN THE PREMISES LOCATED AT 65 Dupont Street, Brooklyn, NY 11222 (BUILDING). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

- 1. Smoke-Free Initiative** Owner has initiated a Smoke-Free Initiative in the Building. However, the Building is not yet completely smoke-free. As a new tenant in the Building, Tenant(s) covenants and agrees that Tenant(s) shall not smoke, or permit Tenant's household members, guests, employees or servicepersons to smoke in and around the Building and within the property line, including the apartments, common areas, terraces and outdoor space. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or any other lighted product in any manner or in any form.
- 2. Effect of Breach and Right to Terminate Lease** Tenant(s) acknowledges and understands that smoking in the Apartment and/or in any other area of the Building is a breach of a material obligation of the Lease and the respective rights and obligations of the parties are set forth in Article 8 of the Lease.
- 3. Tenant to Promote No-Smoking Policy and to Alert Owner of Violation** Tenant(s) shall inform Tenant's guests of the no-smoking policy and shall promptly give Owner written notice of any issues. However, the failure by Owner to respond to a complaint regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant(s).
- 4. Owner Not a Guarantor of Smoke-Free Environment** Tenant(s) acknowledges that the Building is not yet a smoke-free building and that other tenants in the Building may be tenants who commenced occupancy prior to the introduction of the Smoke-Free Initiative and, therefore, may smoke. However, upon the vacancy of any such tenants, all new tenants will be subject to the Smoke-Free Initiative. Owner's adoption of a smoke-free initiative for the Building and the efforts to convert the Building over time to a smoke-free environment does not make the Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Apartment and the Building. Tenant acknowledges that other tenants in the Building may be tenants who commenced occupancy prior to the introduction of the Smoke Free Initiative and, therefore, may smoke.
- 5. Disclaimer by Owner** Tenant(s) acknowledges that Owner's adoption of the Smoke Free Initiative for the Building does not in any way change the standard of care that the Owner or managing agent would have to Tenant(s) or to the Tenant's household to render the Building and the subject premises more habitable or improved in terms of air quality standards than any other rental premises.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

TENANT:

By:



James Daniel Keating (Tenant)

Date

9/4/2026
02:09 PM EDT

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.) Date



Initials: SK



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

MAILING ADDRESS OF TENANT:

Name: **James Daniel Keating**
Number/Street: **65 Dupont Street** Apt. No. **340**
City, State, Zip Code: **Brooklyn, NY, 11222**

MAILING ADDRESS OF OWNER/AGENT:

Name: **Dupont Street Owner LLC c/o FirstService Residential New York, Inc.**
Number/Street: **65 Dupont Street**
City, State, Zip Code: **Brooklyn, NY 11222**
Telephone Number: **(212) 634-8900**

1. Reason for Exemption:

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

2. Last Legal Regulated Rent: **\$4,330.00**

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

3. Calculation of the rent that qualifies for exemption:

3.1 Last Legal Regulated Rent (same as # 2) **\$4,330.00**

3.2 Guideline for use in a vacancy lease. **0%**
\$0.00

3.3 Individual Apartment Improvements (IAI) Costs

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

A. Bathroom Renovation (check all applicable items)

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

OR

☐ Individual Items
(check all applicable items)

- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe)

Total Costs for Parts and Labor

\$ _____
(A)

B. Kitchen Renovation (check all applicable items)

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

OR

☐ Individual Items

(check all applicable items)

☐ Sink

☐ Stove

☐ Refrigerator

☐ Dishwasher

☐ Cabinets

☐ Plumbing

☐ Floors and/or Wall Tiles

☐ Countertops

☐ Other (describe)

Total Costs for Parts and Labor

\$ _____

(B)

C. Other (check all applicable items)

☐ Doors

☐ Windows

☐ Radiators

☐ Light Fixtures

☐ Electrical Work

☐ Sheetrock

☐ Other (describe)

Total Costs for Parts and Labor

\$ _____

(C)

\$ _____

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

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

4. Rent Increase Based on IAI

\$0.00

Total IAI
Rent Increase

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

\$4,330.00

6. Actual Rent Paid

\$4,330.00

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

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:10 PM EDT

Date

Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date

Information and Instructions

- Relevant Code Sections

Rent Stabilization Code 2520.11(u)

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

PET RIDER TO LEASE

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

FEE: There is a \$250.00 per pet fee payable to Dupont Street Owner LLC c/o FirstService Residential New York, Owner, that must be delivered with this Pet Rider.

1. Upon Owner's counter-signing and delivery of this Rider to Tenant, Owner confirms that Tenant is permitted to harbor only the below identified pet in the Apartment upon Tenant's full compliance with the following terms and conditions, which terms and conditions are each hereby agreed to by Tenant:

No pets have been authorized at this time.

TERMS AND CONDITIONS:

- a) Tenant has the obligation to furnish the Landlord with two (2) photographs of all animals in the Tenants possession. One such photograph shall be of the animal's face and the other photograph shall be of the animal's full body as seen from the side.
- b) Under no circumstances may Tenant harbor any pet(s) in the Apartment without Tenant having received Owner's specific written approval prior thereto.
- c) Tenant shall keep the pet(s) from becoming a nuisance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the Building or the grounds on which the Building is located (the "Property"), or engaging in any conduct that results in a nuisance to said parties. If, upon good cause shown, my pet becomes a nuisance, as supported by documentary evidence demonstrating a pattern of vicious or threatening behavior, including but not limited to attacking any person or other pet, permission to have a pet in my Apartment may be revoked.
- d) Tenant shall carry the pet(s) in a carrier bag or leash the pet(s) whenever the pet(s) leave(s) the Apartment and enters any public/common area of the Building or the Property.
- e) Tenant shall not permit the pet(s) to enter or remain on or in the Apartment's garden or terrace for any period of time without Tenant's own presence and supervision. The pet(s) is prohibited from entering the following areas: Roof deck (if any, fitness center (if any), laundry room (if any), and lounge (if any).
- f) Tenant shall not dispose of any pet(s) refuse, droppings, etc. in any of the drains, toilets or other fixtures of the Apartment, the Building or the Property, nor in any other manner that might damage any of the foregoing.
- g) Tenant will promptly remove any offspring of the pet(s) from the premises.
- h) Tenant will remove or confine the pet(s) at any time the pet(s) is likely to limit or prohibit the landlord or other authorized persons access to the dwelling as permitted by the lease.
- i) Tenant authorizes Management to permanently remove the pet(s) if, in Management's reasonable judgment, Tenant has either abandoned the pet(s), left the pet(s) inside without food or water for an extended period of time, failed to care for a sick pet, or repeatedly allowed the pet to defecate or urinate in prohibited places. Management will, after giving written notice, enter the dwelling with the proper authorities to remove the pet and may give the pet to a local humane society or other appropriate authority. The tenant will be liable for paying any reasonable costs incurred for the care and kenneling of such pets.
- j) Tenant agrees and understands that Tenant shall be solely responsible for the conduct of the pet(s) in the Apartment, the Building and the Property, such that Tenant shall be liable for any damage to persons or property whether within or without the Apartment caused by the pet(s), whether the result of Tenant's negligence or otherwise, and, further, Tenant shall fully and completely hold Owner harmless from any claims, shall fully and completely indemnify Owner for any claims and shall be fully and completely responsible for any cost or expense incurred by Owner as a result of claims or the defense thereof. Tenant agrees and acknowledges that it shall be solely responsible for any and all costs incurred by Owner to restore damaged premises to the condition existing prior to the damage caused by Tenant's pet(s). Tenant further agrees and understands that Owner may utilize Tenant's security deposit under the Lease to offset the cost of restoring any damage to the Apartment, the Building and/or the Property caused by Tenant's pet(s). If Owner so utilizes the Tenant's security deposit, Tenant shall be obligated to restore the security deposit promptly upon Owner's written request.
- k) Consent given by the Landlord with respect to any number or type of animals for any particular tenant in the building shall not mean that the Landlord will consent to the same number or type of animals for another tenant in the building.



Initials: SK

Such consent shall be given with respect to all animals kept by the tenant for purposes of engaging in basic life functions as understood by the Fair Housing Act.

- I) Tenant agrees and understands that Tenant shall be solely responsible for the safety of Tenant's pet(s) in/on the Apartment, the Building and/or the Property, and that Owner makes no representations as to the fitness of any of the foregoing for said pet(s). Tenant wholly assumes the risk of injury or other damage to said pet(s) whenever said pet(s) is/are in/on the Apartment, the Building and/or the Property. Tenant shall fully and completely hold Owner harmless from any such claims, shall fully and completely indemnify Owner for any such claims and shall be fully and completely responsible for any cost or expense incurred by Owner as a result of such claims or the defense thereof
2. Tenant warrants and represents that, in the event Tenant breaches the terms of this Rider, such breach shall constitute a material breach of a substantial obligation of the Lease, Owner's permission for the pet(s) mentioned above shall be immediately revoked and Owner shall be permitted to remove any pets from the Apartment and enforce the breach of Lease, including, without limitation, commence eviction proceedings.
3. Tenant represents that the pet(s) is/are trained, peaceful in nature, and will weigh no more than **50 pounds**. Tenant further represents that the pet(s) shall not be of a vicious type and has no history of being a threat or danger to other people or animals.
4. Tenant represents that the pet(s) is/are housebroken, such that Tenant shall be responsible for preventing the pet(s) from urinating or defecating in: (i) the Apartment, unless appropriate protection is provided by Tenant to prevent damage to the Apartment; and (ii) in the Building and the Property, including, without limitation, any outdoor areas.
5. The pet(s) must be licensed, have appropriate yearly immunization shots, and be examined regularly by their veterinarian and/or upon Owner's request. Tenant shall provide said documentation (i.e., copies of license certificate, immunization, etc.) upon the execution hereof, and annually thereafter.
6. This Rider shall be deemed to have been incorporated into and made a part of the Lease; however, Owner does not waive any provision of the Lease nor any of its rights or remedies at law or equity by entering into this Rider.
7. Regardless of anything that Tenant may have been advised to the contrary, Tenant is not permitted to maintain any of the animals listed in Exhibit 1 to this Rider as a pet in the in the Apartment.
8. Tenant acknowledges that he/she **MUST PURCHASE** his/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/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/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.**

This is to acknowledge that I/we were informed of the pet policy for the above-referenced building. I/We acknowledge that I/we must seek written approval from the Owner prior to obtaining and bringing any pet into my Apartment. Should I/we receive approval for a pet, I will follow the rules and regulations pertaining to having a pet in my Apartment, as set forth in my Lease, the riders thereto, and any other rules or regulations adopted by the Owner. I/We agreed and understand that the granting of permission to have the above-described pet in my/our apartment is not permission to have any other pet in lieu or, in addition to, or in replacement for said approved pet. If, upon good cause shown, my pet becomes a nuisance, as supported by documentary evidence demonstrating a pattern of vicious or threatening behavior, including but not limited to attacking any person or other pet, permission to have a pet in my Apartment may be revoked.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:11 PM EDT

Date



Initials: SK

THE OWNER HEREBY GRANTS PERMISISON TO TENANT TO HARBOR THE ABOVE DESCRIBED PET IN THE APARTMENT, SUBJECT TO TENANT'S FULL AND COMPLETE COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE LEASE.

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.) Date

EXHIBIT 1

Tenant is not permitted to maintain any of the following as a pet in the Apartment:

- Monkeys
- Ferrets
- Snakes
- Rabbits
- Insects
- Reptiles
- Any type of livestock
- Birds
- Rodents
- Fish or any animal requiring an aquarium/water tank or vessel

Tenant is not permitted to keep certain breeds of dogs in the Apartment. These include, but are not limited to the following breeds:

- Rottweiler, Doberman, Pitbull, German Shepherd variety, mixed or pedigreed

Any pet with a history of biting is not permitted in the Apartment.



Initials: SK

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **65 Dupont Street, Brooklyn, NY 11222**

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

I. Definitions

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

II. Smoke-Free Air Act

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

III. Policy on Smoking

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

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

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

IV. Complaint Procedure

- a. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here:

Dupont Street Owner LLC c/o FirstService Residential New York

Phone number: **(212) 324-9098**

E-mail: tim.porell@fsresidential.com

- b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.



Initials: SK

Acknowledgment and Signatures:

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

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

TENANT:

By:



9/4/2026
02:11 PM EDT

James Daniel Keating (Tenant)

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New York, Inc.) Date



Initials: SK

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) 324-9098** or **212.634.8900**, or by e-mailing **tim.porell@fsresidential.com***. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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

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

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

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

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

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

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

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

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

Required Accessibility Standards

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

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

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

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

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



Initials: SK

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.

TENANT:

By:



9/4/2026
02:12 PM EDT

James Daniel Keating (*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.



Initials: SK

NEW YORK CITY RECYCLING NOTICE

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

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

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

WHAT TO RECYCLE: Paper & Cardboard

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

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

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

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

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

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

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

BUILDING RECYCLING PROCEDURES

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

Please check all that apply:

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

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:12 PM EDT

Date

Occupant: Keep one copy for your records



Initials: SK

RENTER'S INSURANCE ADDENDUM

This document is an Addendum and is part of the lease agreement, dated **September 4, 2026** between **Dupont Street Owner LLC c/o FirstService Residential New York** Landlord and **James Daniel Keating** tenant for the premises located at **65 Dupont Street, Brooklyn, NY 11222**.

Tenant is required to maintain renter's insurance throughout the duration of the tenancy that includes:

1. Coverage of at least **\$500,000.00** in personal liability (bodily injury and property damage) for each occurrence;
2. The premises listed above must be listed as the location of tenant insured;
3. Landlord is listed as a Certificate Holder
4. Notification that the carrier must provide 30 days notice of cancellation, non-renewal, or material change in coverage, to landlord.

Tenant must provide proof of such insurance to the landlord within 14 of the inception of the tenancy. Failure to comply with this requirement is a material violation of the lease agreement.

Insurance Facts for Tenants:

1. Generally, except under special circumstances, the **LANDLORD IS NOT legally responsible for loss to the tenant's personal property, possessions or personal liability, and LANDLORD'S INSURANCE WILL NOT COVER such losses or damages.**
2. If damages or injury to landlord's property is caused by tenant, tenant's guest(s), or child (children), the landlord's insurance company may have the right to attempt to recover from the tenant(s), payments made under landlord's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
 - a. Your babysitter injures herself in your unit.
 - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property, and or the personal property of others.
 - c. A friend, or your handyman, is injured while helping you slide out your refrigerator, so that you can clean behind it.
 - d. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
 - e. Your locked car is broken into, and your personal property, and that of a friend, is stolen.
 - f. A burglar breaks your front door lock, and steals your valuables, or personal property.
4. If you desire to protect yourself and your property against loss, damage, or liability, the landlord strongly recommends you consult with your insurance agent, and obtain appropriate coverage for fire, theft, liability, workers' compensation, and other perils.

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:14 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials:

SK

STORAGE LICENSE AGREEMENT

AGREEMENT, made this **4th** day of **September, 2026**, between **Dupont Street Owner LLC c/o FirstService Residential New York** ("OWNER") c/o **FirstService Residential New York** AS AGENT FOR OWNER (hereinafter collectively referred to as "Licensor"), having its offices at **575 Fifth Avenue, 9th Floor, New York, NY 10017** and **James Daniel Keating** and the following qualified occupants (if any) _____ (hereinafter collectively referred to as "Licensee") having an address at **340** IN THE BUILDING LOCATED AT **65 Dupont Street, Brooklyn, NY 11222** (THE "BUILDING").

1. Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a license ("License") for the exclusive use of the Storage Area and Licensee hereby accepts such License from Licensor.
2. Licensor hereby leases to Licensee the premises specifically described as Storage Unit #N/A located at **65 Dupont Street Brooklyn NY 11222** (the "Storage Area"). The term ("License Period" and/or "Term") of this License shall commence on **October 8, 2026** ("Commencement Date") and expire on **October 7, 2027** ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. The Term is a period that is co-terminus with the duration of the Licensee's Lease, dated **October 8, 2026**. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Lease terminates or expires.
3. Licensee shall pay the monthly fee of **\$0.00** on or before the first day of each month. Upon the expiration of the annual term of this License, Licensor, in its sole discretion, may increase the fee as permissible by law.
4. The License granted pursuant to this Agreement may be terminated by Licensor on any of the following grounds:
 - a. Licensor elects, at its option, to terminate the License or any renewal of this License upon thirty (30) days written notice;
 - b. Upon three (3) days written notice by Licensor that Licensee is in violation of this Agreement;
 - c. Upon three (3) days written notice by Licensor that Licensee is in violation or default of the Lease;
 - d. Upon three (3) days written notice by Licensor that Licensee is not in residence of the Apartment.
5. Notice to Licensee may be given by Licensor, at Licensor's election, by ordinary mail, by certified mail, return receipt requested or by hand delivery to the Apartment. Notice to Licensor must be given by certified mail return receipt requested at Licensor's address set forth above or such other address as Licensor may designate in writing from time to time. Any notice shall be deemed given on the date it is posted if mailing is used.
6. Except for termination in accordance with ¶ 4(a), in the event any License Period is terminated prior to its normal expiration, Licensee shall not be entitled to a refund of any portion of the fee for that period. In the event Licensor terminates the License in accordance with ¶ 4(a), Licensee shall be entitled to a pro rata refund of the fee for the portion of the License Period remaining subsequent to Licensee vacating the Storage Area.
7. Upon termination of this Agreement or any subsequent renewal term, whether by expiration or as a result of Licensee's default under this Agreement, Licensee shall surrender the key(s) or key fob(s) or other devices providing access to the Storage Area, and remove all property from the space and restore the space to its condition when it was first leased to Licensee at Licensee's sole cost and expense. If Licensee fails to remove any possessions from the leased space upon termination of this Agreement or any subsequent deemed renewal term, whether by expiration or as a result of Licensee's default under this Agreement, Licensor shall have the right to enter the space, remove the property therein at Licensee's sole cost and expense, and restore the space to its condition when it was first leased to Licensee at Licensee's sole cost and expense. Any property remaining in the space subsequent to termination shall be abandoned by Licensee and may be disposed by Licensor without any liability therefore.
8. In the event of any default by Licensor, Licensee shall have no right or claim or cause of action whatsoever against any individual member of Licensor, it being understood that any obligation or liability shall be enforceable against Licensor only.
9. Licensee shall use and occupy the Storage Area for storage of his/her personal property and for no other purpose. Licensee agrees not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of the building. No animals, food or any inflammable, hazardous, chemical, odorous, explosive, combustible, noxious or other inherently dangerous material shall be placed in or stored in the Storage Area. Licensee understands and agrees that the use of electricity for food freezers, refrigerators and other appliances is not allowed. Batteries, if any, must be disconnected at all terminals. Any and all items placed by Licensee in the Storage Area are stored strictly at the sole risk of the Licensee, including without limitation any magnetic products such as, but not limited to,



computer discs and tapes and unexposed photographic products. No "hazardous materials" may be stored in the Storage Area. For the purposes of this Agreement "hazardous materials" shall mean any hazardous, flammable, explosive, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement. Licensee agrees to indemnify, defend, protect and hold harmless Licensor, its directors, officers, employees, partners, agents and representatives from any and all losses, claims, demands, actions, damages (whether direct or consequential), penalties, liabilities, costs, expenses, including all attorneys fees, arising out of any violation or alleged violation by Licensee of this provision.

10. Licensee shall not store any items outside the Storage Area nor dispose of any trash outside the Storage Area other than in containers provided by Licensor.
11. Licensee may not assign its rights to occupy the Storage Area or any part thereof. If Licensee assigns or sublets its rights to occupy any part or all of the Storage Area the license granted by this Agreement shall end and expire immediately.
12. Licensee has examined the Storage Area and accepts it in its current "as is" condition and without any representations on the part of Licensor as to the present or future condition of the Storage Area. Licensee agrees to keep the immediate premises in good order and to advise Licensor or his agent of any needed maintenance or repairs.
13. Licensor shall provide Licensee with a key or key fob or other device to access the Storage Area. Licensee shall provide its own lock for the specific storage unit provided under this License agreement. Licensee agrees to provide Licensor with a duplicate key to Licensee's designated storage unit, which Licensor shall not use except in the event of an emergency, and, in such event, such entry shall not create any liability thereby. Licensee agrees and understands that in the event the key or key fob provided by Licensor to access the Storage Area is lost, misplaced, damaged or, for any other reason, a replacement key or key fob is requested by Licensee, there will be a charge of \$50.00 per replacement key, key fob or other device provided by Licensor. Licensee agrees and understands that in the event the removable lock cylinder provided by Licensee to access its designated storage unit is lost, misplaced, damaged or, for any other reason, a replacement lock cylinder is needed, same must be provided to Licensor by Licensee with a copy of the access key or key fob, at Licensee's sole cost and expense.
14. Licensee expressly agrees and understands that (a) Licensor does not insure or carry insurance for and assumes no liability for goods, personalty or property stored by Licensee in the Storage Area; (b) Licensor makes no representation or warranty as to the presence or absence of moisture, air flow, evaporation or similar conditions that could damage Licensee's stored articles; (c) Licensor makes no warranty or representation as to the fitness of the Storage Area for any purpose whatsoever, such that (d) Licensee stores any items at Licensee's sole risk, and that (e) Licensor is neither bailor nor warehouseman with regard to the contents of the Storage Area.
15. It is recommended that Licensee secure "renter's insurance" to protect Licensee and Licensee's possessions against loss or damage with a minimum limit sufficient to fully cover the value of any and all properly Licensee may store in the storage space.
16. Licensee hereby agrees to indemnify and hold Licensor, its agents, employees and their successors harmless for any injury, judgment, damage, cost or claim made by a third party to any person or property resulting from the Licensee's use and occupancy of the Storage Area unless any of the foregoing shall be caused or due to the gross negligence of the Licensor's, its agents or employees.
17. Renewal.
 - a. Unless this License is terminated by Licensor pursuant to ¶ 4 prior to its expiration, this Agreement shall be expire at the end of the License Period. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Licensee's renewal lease. For rent stabilized renewal leases (if applicable), said renewal shall be at the percentage increase applicable to the rent stabilized renewal lease.
 - b. If Licensee wishes to renew the License, Licensee shall execute a License Renewal form prior to the expiration of the License Period. Said License Renewal shall be included with Licensee's Renewal Lease package, and Licensee shall pay the annual fee upon execution of the renewal.
18. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.
19. This Agreement may not be modified other than by in writing signed by both parties.



20. In the event there are any provisions contained in this Agreement which are inconsistent with the provisions contained in the main body of the Lease between Licensor and Licensee, it shall be deemed to the intent of the parties hereto that the provisions contained in this agreement supersede any inconsistent provisions therein such that said Lease is deemed modified hereby.

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

LICENSEE:

By:



9/4/2026
02:15 PM EDT

James Daniel Keating (Licensee)

Date

LICENSOR:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Licensor)

Date



Initials: SK

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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

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

Please return the form to the owner at the address provided by October 8, 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.

TENANT:

By:



9/4/2026
02:15 PM EDT

James Daniel Keating (Tenant)

Date

Print Name, Address, and Apartment Number:

James Daniel Keating
65 Dupont Street #340, Brooklyn, NY 11222

Return this form to (Owner address):

FirstService Residential NY, Inc. 575 Fifth Ave, 9th Floor, New York, New York 10017



Initials: SK

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on **July 31, 2024**, in **Case 23-E-0489: Notice of Intent of Dupont Street Owner LLC c/o FirstService Residential New York to Submeter Electricity at 65 Dupont Street, Brooklyn, New York 11222**, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building located at **65 Dupont Street, Brooklyn, New York 11222** (the Building) is a submetered facility. **Dupont Street Owner LLC c/o FirstService Residential New York** (the Owner) is the owner of the Building. The Owner, through its managing agent, is responsible for the administration of submetering to your residential unit and will invoice you for your monthly electric usage. A third-party billing company under contract with the Owner or its agent prepares residents' invoices for their respective monthly electricity usage. Residents, in turn, receive their monthly submetered electricity bills from the Owner, its agent (together with the Owner, the Submeterer), or its third party billing company.

If you have any questions or complaints concerning your electricity bill, please contact the Submeterer through the Management Office by telephone at **(646) 472-1900** or by mail at **Dupont Street Owner LLC c/o FirstService Residential New York, c/o FirstService Residential New York, 575 Fifth Avenue, 9th Floor, New York, New York 10017**. In the event of a complaint about the submetered electricity bill, you shall submit such complaint in writing to the Submeterer by mail to the address in the previous sentence. In turn, the Submeterer and/or its third-party billing company shall investigate your complaint within fifteen (15) days of the receipt of the complaint and will report the results to the complainant thereafter. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. If you and the Submeterer cannot reach an equitable agreement and you continue to believe the complaint has not been adequately addressed, then you may file a complaint with the PSC through the Department of Public Service. Alternatively, you may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, by facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

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

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

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

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

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Leaf Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, Medicaid, the Supplemental Nutrition Assistance Program, Federal Public Housing Assistance, Veterans Pension and Survivors Benefit programs, Bureau of Indian Affairs General Assistance, Tribal Head Start, Tribal Temporary Assistance to Needy Families, Food Distribution Program on Indian Reservation, the federal Lifeline program or any other program associated with the federal Lifeline program, or received a Home Energy Assistance Program grant in the preceding twelve (12) months, or enrolled in the Direct Vendor or Utility Guarantee Program, please alert the Submeterer by telephone or in writing and we will work with you to determine your eligibility.

If you are having difficulty paying your electricity bill, please contact the Submeterer by telephone or in writing in order to see if you qualify for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time,



signed by both the Submeterer and customer. If you can demonstrate to the Submeterer a financial need, the Submeterer can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Submeterer will make reasonable efforts to help you find a way to pay your bill.

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

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

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

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

You may designate a third party to receive notice of: (1) total amounts due, (2) amounts past due, (3) amounts of any payments paid by or on behalf of the residential customer, and/or (4) copies of all notices relating to service termination or collection of amounts due. If you wish to make such designation, please complete the relevant portion of your Special Protections Form attached to your annual Home Energy Fair Practices Act disclosure and return the same to the Submeterer. In turn, the selected designee must confirm their willingness to receive this information in writing to the Submeterer. You may opt to continue receiving all such notices in conjunction with your third party designee.

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

SPECIAL PROTECTIONS REGISTRATION FORM

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

Dupont Street Owner LLC c/o FirstService Residential New York
c/o FirstService Residential New York
575 Fifth Avenue, 9th Floor
New York New York, 10017

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name James Daniel Keating	
Address 65 Dupont Street	Unit # 340
Town/City Brooklyn	Zip 11222
Telephone # Daytime (347) 691-5294	Evening
Account # (as shown on bill)	

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

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

- ☐ I have, or a person residing with me has, a medical hardship (type):

- ☐ I have, or a person residing with me has, a life support hardship (type):

I, the Unit Occupant, receive government assistance.

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

Please send me more information about:

- ☐ Budget billing

Voluntary Third-Party Notice

Please check the box below if you would like to designate a third party to receive notice of: (1) total amounts due, (2) amounts past due, (3) amounts of any payments paid by or on behalf of the residential customer, and/or (4) copies of all notices relating to service termination or collection of amounts due. If you wish to make such a designation, please so indicate in the relevant box(es) below and return the same to the Submeterer. In turn, the selected designee must confirm their willingness to receive this information in writing to the Submeterer. You may opt to continue receiving all such notices in conjunction with your third party designee.

- ☐ I would like to appoint a third party to receive notice of total amounts due.
- ☐ I would like to appoint a third party to receive notice of amounts past due.
- ☐ I would like to appoint a third party to receive notice of amounts of any payments paid by or on behalf of the residential customer.
- ☐ I would like to appoint a third party to receive all notices relating to service termination or collection of amounts due.
- ☐ I would like to continue receiving all such notices in conjunction with my third-party designee.



Initials: SK

RIDER TO LEASE: SUBMETERING

65 Dupont Street, Brooklyn, New York 11222

1. Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the Distribution Utility) provides electricity to the building located at **65 Dupont Street, Brooklyn, New York 11222** (the Building).
2. You, the tenant (you and your), acknowledge that, on **July 31, 2024**, in **Case 23-E-0489: Notice of Intent of Dupont Street Owner LLC c/o FirstService Residential New York** to Submeter Electricity at **65 Dupont Street, Brooklyn, New York 11222**. Located in the Territory of Consolidated Edison Company of New York, Inc. (Con Edison), the New York State Public Service Commission (PSC) approved the Building to submeter electricity to the Building's residential units (individually, the "Unit" in which you reside and collectively, the Units). You further acknowledge that you will be required to pay **Dupont Street Owner LLC c/o FirstService Residential New York** (the Owner), the owner of the Building, the owner of the Building, or its agent, for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Owner, its agent (together with the Owner, the Submeterer), or its third-party billing company on a monthly basis.
3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced.
4. The rate calculation to be used to determine each tenant's submetered electric bill is the Con Edison Service Classification No. 1 for direct metered service. Specifically, the tenant's kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification No. 1 tariffed rate for a billing period, plus applicable taxes.

The Con Edison Service Classification No. 1 rate is a combination of various items, including, but not limited to:

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

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

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

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

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

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

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

In no event will the total rate for a billing period (including any monthly administrative charge but excluding sales tax) exceed Con Edison's rates and charges for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (see 16 NYCRR § 96.1 [i]).

The Submeterer or its third-party billing company will read the meters monthly and process a bill based on the tenant's actual consumption. The meter reading data and billing calculations will be documented and maintained for a six (6)-year period for each unit.



Initials: SK

5. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeterer by telephone at **(646) 472-1900** or mail at **Dupont Street Owner LLC c/o FirstService Residential New York, c/o FirstService Residential New York, 575 Fifth Avenue, 9th Floor, New York, New York 10017**. The Submeterer or its third-party billing company shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.
6. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2223, or via the Internet at www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Submeterer's response to your complaint or at any time regarding submetered service.
7. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results.
8. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.
9. If you have difficulty paying your electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.
10. Depending on your financial circumstances, you may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 – Electricity, Leaf Nos. 255, 255.1). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, Medicaid, the Supplemental Nutrition Assistance Program, Federal Public Housing Assistance, Veterans Pension and Survivors Benefit programs, Bureau of Indian Affairs General Assistance, Tribal Head Start, Tribal Temporary Assistance to Needy Families, Food Distribution Program on Indian Reservation, the federal Lifeline program or any other program associated with the federal Lifeline program, or received a Home Energy Assistance Program grant in the preceding twelve (12) months, or enrolled in the Direct Vendor or Utility Guarantee Program, please alert the Submeterer by telephone or in writing and we will work with you to determine your eligibility.
11. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:
 - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.
 - (b) **Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical condition requiring electricity service to operate a life-sustaining device.



Initials: SK

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

12. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.
13. You may designate a third party to receive notice of: (1) total amounts due, (2) amounts past due, (3) amounts of any payments paid by or on behalf of the residential customer, and/or (4) copies of all notices relating to service termination or collection of amounts due. If you wish to make such designation, please complete the relevant portion of your Special Protections Form attached to your annual Home Energy Fair Practices Act disclosure and return the same to the Submeterer. In turn, the selected designee must confirm their willingness to receive this information in writing to the Submeterer. You may opt to continue receiving all such notices in conjunction with your third party designee.
14. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.
15. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications, or additions to the electrical installations serving the Unit, including the Unit's submeter.
16. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Unit.
17. If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.
18. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY.

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:18 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



LIGHTING

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



KITCHEN APPLIANCES

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



HOME ELECTRONICS

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



LAUNDRY

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



THERMOSTAT

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

For further information and tips on how to conserve energy in your apartment home, please visit:

ENERGY STAR: www.energystar.gov/index.cfm?c=products.es_at_home_tips_renters10

U.S. Department of Energy: www.energy.gov/energysaver/articles/tips-renters-and-property-owners



Initials: SK

UNCONDITIONAL GUARANTY

In order to induce Dupont Street Owner LLC c/o FirstService Residential New York as Landlord with offices at 65 Dupont Street, Brooklyn, NY 11222 to enter into this Lease with James Daniel Keating for Apartment 340 at 65 Dupont Street, Brooklyn, NY 11222 dated September 4, 2026 and in consideration of Landlord entering into this Lease Alan Keating, an individual having a home address of 218 Cliff Avenue, Pelham, NY 10803 - US and social security number of ***.**-**** (hereinafter "Guarantor") hereby guarantees, irrevocably, unconditionally and absolutely, to Landlord, its successors and assigns (without requiring any notice of nonpayment, nonkeeping, nonperformance or nonobservance or proof of notice or demand whereby to charge Guarantor, all of which Guarantor hereby expressly waives), the full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions of this Lease provided to be kept, performed and observed by Tenant (expressly including, without being limited to, the payment as and when due of the Fixed Annual Rent, Additional Rent, and other sums and charges payable by Tenant under this Lease), and the payment of any and all damages for which Tenant shall be liable by reason of any act or omission contrary to any of said covenants, agreements, terms, provisions or conditions. Guarantor's liability pursuant to this Article (hereinafter sometimes referred to as this "Guaranty") shall be limited to: (i) the performance of those obligations and the payment of such Fixed Annual Rent, Additional Rent and other sums, charges and damages through the expiration date of the lease even if Tenant vacates early, is evicted or abandons the premises; plus (ii) the payment of all other reasonable costs and expenses incurred by Landlord, including, without limitation, reasonable attorneys' fees and disbursements, in connection with the enforcing the terms and provisions of this Lease or the exercise by Landlord of any remedy permitted hereunder or at law or in equity as against Tenant. If Tenant vacates whether voluntarily or through Court process prior to the expiration of the lease all monies due through the lease expiration shall be accelerated and become immediately due and payable and may be enforced against Tenant and Guarantor. Nothing contained in the lease, its amendments or otherwise shall prevent Landlord from seeking all monies and Damages for the entire balance of the lease as if the date possession is obtained was the expiration date under the lease.

Guarantor represents and warrants that he/she is _____ of Tenant James Daniel Keating.

As a further inducement to Landlord to enter into this Lease and in consideration thereof, Guarantor hereby expressly covenants and acknowledges as follows:

The obligations hereunder of Guarantor shall not be terminated or affected in any way or manner whatsoever by reason of Landlord's resort, or Landlord's omission to resort, to any summary or other proceedings, actions or remedies against Tenant for the enforcement of any of Landlord's rights under this Lease or with respect to the Premises or by reason of any extensions of time or indulgences granted by Landlord. The liability of Guarantor is coextensive with that of Tenant and also joint and several. If Guarantor consists of more than one individual, then the liability of each of the individuals comprising Guarantor is individual, joint and several. Action or suit may be brought against Guarantors or any of the individuals comprising Guarantors and carried to final judgment and/or completion and recovery had, either with or without making Tenant a party thereto. Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is a guaranty of payment and not of collection.

If, pursuant to law or to any option granted by this Lease, this Lease shall be renewed, or its term extended, for any period beyond the date specified in this Lease for the expiration of said term, or if pursuant to any such option, additional space shall be included in, or substituted for all or any part of, the demised premises, or if this Lease be modified by agreement between Landlord and Tenant in any other similar or dissimilar respect, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions which under such renewal of this Lease or extension of its term and/or with respect to any such additional space, or which under any supplemental indenture or new lease or modifications agreement, entered into for the purpose of expressing or confirming any such renewal, extension, inclusion, substitution or modifications, are to be kept, performed and observed by Tenant (expressly including, without being limited to, the payment as and when due of Fixed Annual Rent, Additional Rent, and all other sums and charges provided for thereunder) and the payment of any and all damages for which Tenant shall be liable by reason of any act or omission contrary to any of said covenants, agreements, terms provisions or conditions unless otherwise agreed to by the parties.

Neither the giving nor the withholding by Landlord of any consent or approval provided for in this Lease shall affect in any way the obligations hereunder of Guarantors. 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, changed, stayed, released or limited in any manner whatsoever by an impairment, modification, change, release, limitation or stay of the liability of Tenant or its estate in bankruptcy or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Act of the United States or other statute or from the decision of any court interpreting any of the same and Guarantor shall be obligated under this Guaranty as if no such impairment, stay, modification, change, release or limitation had occurred.



This Guaranty, and all of the terms hereof, shall be binding on each of the individuals comprising Guarantor and the respective successors, assigns and legal representatives of each such individual Guarantor.

Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty if Guarantor is found to be liable under this section.

Guarantor will pay to Landlord all of the Landlord's reasonable expenses, including, but not limited to, reasonable attorneys' fees, court costs and disbursements, in enforcing this Guaranty provided Landlord is the prevailing party.

Guarantor's obligations shall survive the entire Lease term.

This Guaranty and Guarantor's obligations hereunder are and shall at all times continue to be absolute, present, primary and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Guaranty and/or the obligations of Guarantor under this Guaranty or the obligations of any other person or party (including, without limitation, Tenant) relating to this Guaranty or the obligations of Guarantor hereunder or otherwise with respect to this Lease. This Guaranty sets forth the entire agreement and understanding of Landlord and guarantor, and Guarantor absolutely, unconditionally and irrevocably waives any and all right to assert any defense, set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Guaranty or the obligations of any other person or party (including, without limitation, Tenant) relating to this Guaranty or the obligations of Guarantor hereunder or otherwise with respect to this Lease in any action or proceeding brought by Landlord with respect to this Lease, this Guaranty or the obligations of Guarantor hereunder. No oral or other agreements, understandings, representations or warranties exist with respect to this Guaranty or with respect to the obligations of Guarantor hereunder except as specifically set forth in this Guaranty.

Guarantor has executed this Lease for the purpose set forth herein and to evidence his/her agreement to be bound by the provisions of this Article.



Signed by Alan Keating
Fri Sep 4 2026 12:20:40 PM EDT
Key: 837AC5A7; IP Address: 23.205.248.47

Alan Keating (*Guarantor*)
218 Cliff Avenue, Pelham, NY 10803 - US
Social security No.: ***-**-****

Date

Public Notary
Sworn to before me on this _____ day of _____, 2026



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

Violence Against Women Act Lease Addendum

TENANT	LANDLORD	UNIT NO. & ADDRESS
James Daniel Keating	Dupont Street Owner LLC c/o FirstService Residential New York	340 65 Dupont Street, Brooklyn, NY 11222

Purpose of the Addendum

The lease for the above-referenced unit is being amended to include New York State policy that adopts the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

This Lease Addendum shall continue to be in effect through the term of the Lease, any lease renewals and subsequent month-to-month tenancies until the Lease or tenancy is terminated. An executed version shall be appended to any new lease and lease renewals.

VAWA Protections

1. The Violence Against Women Act ("VAWA") and the protections in this Lease Addendum are gender-neutral. An individual does not have to be a woman to access the protections.
2. The Tenant acknowledges receipt of a printed copy of the Notice of Occupancy Rights and a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking under the Violence Against Women Act ("VAWA") **and** a copy of HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking. (*Landlords – See Resources Below to Print out copies for the tenant in the appropriate language*)
3. Tenant may not be denied assistance, terminated from participation in, or evicted from housing on the basis of or as a direct result of the fact that the tenant or a member of their family is or has been a victim of domestic violence, dating violence, sexual assault or stalking ("VAWA-covered abuse") if such tenant family is otherwise qualified for admission, assistance, participation or occupancy.
4. The Landlord may not consider incidents of VAWA-covered abuse as violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the survivor of abuse.
5. The survivor of VAWA-covered abuse may request protection under VAWA. The Landlord may request written proof or a certification that the individual is a survivor of VAWA-covered abuse. This can include a completed HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking, or alternate documentation as noted on the Certification such as a court order or letter from a lawyer or social worker. The survivor, a family member or a third-party on their behalf may submit the written proof or certification.
6. The Landlord may take action to bifurcate the lease to remove or evict the person who committed the VAWA-covered abuse. The survivor and other household members will be permitted to remain in the unit, subject to ongoing eligibility and occupancy requirements.
7. The survivor of VAWA-covered abuse may request a transfer to find a safe unit. The Landlord may require a completed HUD 5383 Emergency Transfer Request form. The Landlord will work with the survivor to facilitate a transfer in compliance with their Emergency Transfer Plan even if that transfer is outside of the project's control.
8. If Tenant or a member of their family in the household is a survivor of VAWA-covered abuse in the unit or building, the Tenant may terminate the lease without penalty.

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:19 PM EDT

Date

Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date

VAWA Resources

Information on VAWA in State-financed housing	https://hcr.ny.gov/marketing-plans-policies#violence-against-women-act--vawa-
Model Notice of Occupancy Rights (for Landlords to adapt to their needs)	https://hcr.ny.gov/feho-notification-occupancy-rights-vawa
Translations available: Traducción al español, Перевод на русский язык, 한국어 번역, Tradiksyon kreyòl ayisyen, 中文翻譯, বাংলা অনুবাদ	https://hcr.ny.gov/marketing-plans-policies#violence-against-women-act--vawa-
Model Emergency Transfer Plan (for Landlords)	https://hcr.ny.gov/hcr-vawa-model-forms-hcr-model-emergency-transfer-plan
HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking	https://www.hud.gov/sites/documents/5382.docx
Translations available: Traducción al español, Перевод на русский язык, 한국어 번역, Tradiksyon kreyòl ayisyen, 中文翻譯, Arabic & other languages	https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a
HUD 5383 Emergency Transfer Request	https://www.hud.gov/sites/documents/5383.docx
Translations available: Traducción al español, Перевод на русский язык, 한국어 번역, Tradiksyon kreyòl ayisyen, 中文翻譯, Arabic & other languages	https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a
Local Service Provider List	https://hcr.ny.gov/mb-vawa-service-providers



WINDOW GUARDS REQUIRED LEASE NOTICE TO TENANT

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

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

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

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

Check one:

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

Tenant's Name: **James Daniel Keating**

Tenant's Address: **65 Dupont Street, Brooklyn, NY 11222**

Apartment Number: **340**

TENANT:

By:

9/4/2026
02:19 PM EDT

James Daniel Keating (Tenant)

Date

Return this form to:

Name of landlord (owner or managing agent): **Dupont Street Owner LLC c/o FirstService Residential New York**

Address of landlord (owner or managing agent): **65 Dupont Street, Brooklyn, NY 11222**

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

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

WINDOW RIDER

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

ADDITIONAL CLAUSE attached to and forming a part of Lease dated September 4, 2026 ("Lease"), between Dupont Street Owner LLC c/o FirstService Residential New York, as Owner and James Daniel Keating as Tenant(s), for Apartment # 340 in premises located at 65 Dupont Street, Brooklyn, NY 11222 ("Building").

1. Tenant(s) acknowledges that the windows in the Apartment have only a four (4) inch opening and that no screens are provided on the windows.
2. Tenant(s) agrees not to attempt any kind of repair, modification or enhancement to the windows.
3. In the event the tenant modifies or damages the windows, repair and/replacement costs (both parts and labor) shall constitute costs that will listed on Tenant's rent bill as "Additional Rent." Failure to pay "Additional Rent" shall constitute a default under the Lease, which shall permit the Owner to utilize the Tenant's security deposit in accordance with paragraph 4 of the Lease. In such event, Tenant shall be required to replenish the security deposit in accordance with paragraph 4 of the Lease.
4. This Agreement may not be modified other than by a writing signed by both parties. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.

The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document.

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:20 PM EDT

Date

Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials:

SK

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): James Daniel Keating
Lease Premises Address: 65 Dupont Street, Brooklyn, NY 11222
Apartment Number: 340 (the "Leased Premises")
Date of Lease: October 8, 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 _____.

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.



James Daniel Keating (Tenant)

9/4/2026
02:20 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 4, 2026 BETWEEN DUPONT STREET OWNER LLC C/O FIRSTSERVICE RESIDENTIAL NEW YORK (OWNER) AND JAMES DANIEL KEATING (TENANT) REGARDING APARTMENT 340 (APARTMENT) IN THE PREMISES LOCATED AT 65 DUPONT STREET, BROOKLYN, NY 11222 (BUILDING). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

E-TRANSPORTATION EQUIPMENT RIDER

Due to the risk of fire arising out of the improper use of lithium-ion batteries, particularly such lithium-ion batteries which are used in electric scooters, electric bikes and other, similar transportation equipment (such lithium-ion batteries and transportation equipment which such batteries power being collectively referred to herein as "E-Transportation Equipment"), Tenant acknowledges and agrees that storage in the Apartment and/or the Building at any time of E-Transportation Equipment, whether such E-Transportation belongs to Tenant, a permitted occupant, or a guest, shall be strictly prohibited. Any breach of this E-Transportation Equipment Rider shall constitute a default under the Lease.

TENANT:

By:



9/4/2026
02:20 PM EDT

James Daniel Keating (Tenant)

Date



0260\0046\4868134v1

Initials: SK

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, **Dupont Street Owner LLC c/o FirstService Residential New York** (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.

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK

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:

Consolidated Edison Provider
(212) 243-1900 Number

4. After completing steps 1-3, contact your Management Company, building staff, or super to notify them of the suspected leak.

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

Carbon Monoxide Detectors: The law requires the owner of the premises to provide a carbon monoxide alarm in each apartment in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the owner as necessary when the suggested useful life of the alarm expires. Tenants are responsible for the maintenance and repair of the alarms installed in the apartment and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the apartment, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each apartment in which a carbon monoxide alarm is provided and installed must pay the owner \$25.00 per alarm, or a maximum of \$50.00 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.

TENANT:

By:



9/4/2026
02:20 PM EDT

James Daniel Keating (Tenant)

Date



Initials: SK

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 4, 2026 BETWEEN DUPONT STREET OWNER LLC C/O FIRSTSERVICE RESIDENTIAL NEW YORK (LANDLORD) AND JAMES DANIEL KEATING (TENANT) REGARDING APARTMENT 340 IN THE PREMISES LOCATED AT 65 DUPONT STREET, BROOKLYN, NY 11222. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE (U.S. ARMED FORCES)

IN THE EVENT the Tenant is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, or is deployed for more than 90 days, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days (they) occupies the dwelling past the first day of the month.

TENANT:

By:



9/4/2026
02:21 PM EDT

James Daniel Keating (Tenant)

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials:

SK

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 4, 2026 BETWEEN DUPONT STREET OWNER LLC C/O FIRSTSERVICE RESIDENTIAL NEW YORK (LANDLORD) AND JAMES DANIEL KEATING (TENANT) REGARDING APARTMENT 340 IN THE PREMISES LOCATED AT 65 DUPONT STREET, BROOKLYN, NY 11222. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE

- (a) 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 not 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.
- (b) 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, 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 Landlord has the right to cancel this Lease in accordance with the terms hereof.
- (c) 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 Landlord 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.
- (d) 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.
- (e) 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 Notice of Termination on Tenant pursuant to the terms of the Lease.
- (f) SHORT TERM RENTAL - RESIDENTS ARE STRICTLY PROHIBITED FROM ASSIGNING OR SUBLETTING ALL OR A PORTION OF THEIR APARTMENTS FOR SHORT-TERM RENTALS. ANY SUBLET OR ASSIGNMENT OF LESS THAN 30 DAYS IS PROHIBITED AND A MATERIAL NON-CURABLE BREACH OF YOUR LEASE.
- (g) ILLEGAL SUBLET AND OR ASSIGNMENT POSES AN OVERALL SECURITY RISK TO THE STAFF AND OTHER RESIDENTS IN THE BUILDING AND A TRANSIENT ENVIRONMENT IN THE BUILDING IS STRICTLY DISCOURAGED. THE USE OF WEBSITES AND SERVICES SUCH AS AIRBNB, CRAIGSLIST, ROOMORAMA, ETC. ARE STRICTLY PROHIBITED BY THIS LEASE

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date specified below.

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:21 PM EDT

Date

**Dupont Street Owner LLC c/o FirstService
Residential New York, Inc.:**

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials:

SK

RIDER TO LEASE LOCAL LAW 63 OF 2021 TENANT DATA PRIVACY POLICY & CONSENT

Pursuant to New York City Local Law 63 of 2021, owners of multiple dwellings that utilize smart access key fobs, online or cellphone applications, digital doormen, biometric identifiers or any other digital technology which may allow access into the building ("Smart Access System"), must provide tenants with a data retention and privacy policy.

It is the policy of **Dupont Street Owner LLC c/o FirstService Residential New York**, ("Owner"), owner of the building located at **65 Dupont Street, Brooklyn, NY 11222**, ("Building"), to destroy any authentication data collected from or generated by a Smart Access System in Owner's possession no later than ninety (90) days after such data has been collected, unless such data is retained in an anonymized format.

Furthermore, Owner does not sell, lease or disclose data collected from a Smart Access System, unless required by law or if the person requesting the data is the operator of the Smart Access System and a tenant has provided written consent.

Owner does not use any satellite or navigation system through the Smart Access System to track tenants outside of the Building. Owner does not use the Smart Access System for any purpose other than to grant access, monitor entrance and exits to the Building and Building common areas, to limit time of entry in certain areas of the Building or to require use of the Smart Access System to gain entry into a tenant's dwelling unit. No information retained by the Smart Access System shall be used to harass or evict a tenant.

Tenant hereby consents and agrees that Owner may collect and retain Tenant's personal data, including but not limited to authentication data and reference data, gathered from Tenant's use of the Smart Access System by Owner in accordance with the Law and this Tenant Data Privacy Policy.

This Consent shall remain effective throughout the entirety of Tenant's occupancy of the Building. This Consent may not be orally changed, terminated or waived, except by agreement in writing signed by both Owner and Tenant.

Tenant hereby consents, acknowledges, understands and agrees to the provisions stated herein:

APARTMENT # 340

TENANT:

By:



James Daniel Keating (Tenant)

9/4/2026
02:21 PM EDT

Date

Dupont Street Owner LLC c/o FirstService Residential New York, Inc.:

Dupont Street Owner LLC

By: FirstService Residential New York

By:

(Dupont Street Owner LLC c/o FirstService Residential New
York, Inc.)

Date



Initials: SK

TENANT LEASE ABSTRACT

RESIDENT INFORMATION				
Tenant: Alan Keating (Guarantor)			DOB: 7/23/1979	SSN: ***_**_****
Address: 218 Cliff Avenue, Pelham, NY 10803 - US			Email: alan.keating@matheson.com	
Office Phone:	Home Phone: (917) 280-5312	Cell Phone:	Alternate Phone:	Fax:
Tenant: James Daniel Keating			DOB: 10/1/1999	SSN: ***_**_****
Address: 16 Dupont Street, Brooklyn, NY 11222 - US			Email: jamesdkeating@hotmail.com	
Office Phone:	Home Phone: (347) 691-5294	Cell Phone:	Alternate Phone:	Fax:
LIST NAMES OF ALL DEPENDANTS AND OCCUPANTS				
EMERGENCY CONTACT				
NAME	ADDRESS		PHONE ()	RELATIONSHIP
Unit Address: 65 Dupont Street #340, Brooklyn, NY 11222				
PROPERTY INFO				
Lease Type: Non-Stabilized Lease		Property: 65 Dupont		
Unit #: 340		Unit Type: 1 Bedroom		
LATE FEES				
Base Amount: \$50.00		Grace Period: 5 days		
LEASE TYPE				
Lease Type: ☒ New Lease ☐ Unit Transfer ☐ Lease Assignment		Check the box below if this is a Unit Transfer: ☐ Transfer from _____ to 65 Dupont Street #340, Brooklyn, NY 11222		
LEASE INFORMATION				
Asking/Previous Rent	Actual Rent \$4,330.00	Sec. Dep. \$ 4,330.00	Early Occupancy September 8, 2026	EO Free Y/N ☐ No ☒ Yes
Concession				
Total Concession (\$) \$0.00		Early Termination		
Lease Term 1 year		Lease Sign Date	Move In Date September 8, 2026	
Lease From October 8, 2026	Lease To October 7, 2027	Rent Comm. Date October 8, 2026	Using Insurent? No	
OTHER LEASE CHARGES				
Fitness Center:	Monthly Amount:		Annual Amount:	
Storage Size:	Storage Unit #: N/A		Storage Rent: \$0.00	
Bike Storage: N/A	Bike Hook:		Monthly Amount: \$20.00	



Initials: SK

OTHER LEASE INFORMATION		
License #:	Car (if applicable):	Parking/Garage Rent: \$0.00
Utilities Paid By Owner: Water, Sewer, and Garbage	Utilities Paid By Tenant: HEAT and ELECTRICAL	
# of Children: 0	Ages:	
No pets have been authorized at this time.		

(Leasing Agent)

Date

(Asset Manager)

Date



Initials: SK

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



LIGHTING

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



KITCHEN APPLIANCES

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



HOME ELECTRONICS

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



LAUNDRY

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



THERMOSTAT

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

For further information and tips on how to conserve energy in your apartment home, please visit:

ENERGY STAR: www.energystar.gov/index.cfm?c=products.es_at_home_tips_renters10

U.S. Department of Energy: www.energy.gov/energysaver/articles/tips-renters-and-property-owners

conEdison: <http://www.coned.com/energyefficiency/>