

RENT STABILIZED LEASE

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND OWNERS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILADES DE INQUILINOS Y CASEROS ESTAN DISPONIBLE EN ESPAÑOL).

PREAMBLE: This Lease Agreement ("Lease") contains the agreements between You, as Tenant(s), and the Owner listed below, concerning Your rights and obligations and the rights and obligations of Owner. You and Owner may have other rights and obligations, which are set forth in government laws and regulations. You should read this Lease and all its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

1. IDENTIFICATION OF PARTIES AND PREMISES

This Lease Agreement is entered into between the parties listed below and pursuant to the ensuing terms:

Date of the Lease: December 30, 2019

Owner's Name: SULLIVAN PROPERTIES, LP CO c/o Manhattan Skyline Management Corp. A/A/F

Owner's Address for Notices: 103 West 55<sup>th</sup> Street, New York, NY 10019

Tenant(s) Name\* ("Tenant"): Social Security No. Birth Date  
1. Baris Dincer  
2.

\*Please include all full names You use(d)

Address of Apartment to Be Rented:

103 (the "Apartment"), located at  
111 Sullivan Street, New York, NY 10012 (the "Building")

Occupant(s) Name\* Relationship to You Social Security # Birth Date  
1. Baris Dincer  
2.

\*Please include all full names use(d).

Guarantor (s) Name\* Relationship to You Social Security # Birth Date  
1. Erdinc Dincer Father  
2.

\*Please include all full names use(d).

2. LENGTH OF LEASE: The term (that means the length) of this Lease is 1 year, 12 months 0 days, commencing on 01/01/2020 and expiring on 12/31/2020 (the "Expiration Date"). If You do not do everything You agree to do in this Lease, Owner may have the right to end the Lease before the Expiration Date.

3. SECURITY DEPOSIT

- A. At the time of You signing this Lease, You are required to give Owner a security deposit in the sum of \$2,000.00, which is equal to one month's rent. Owner will deposit this security in HSBC ("bank") at 1 HSBC CENTER, BUFFALO, NY 14203. If You carry out all of Your obligations under the terms of this Lease, at the end of each calendar year, the Bank will make an annual payment of accrued interest to You, less 1% interest of the security on deposit, which the Bank tenders to Owner for administrative costs.
- B. If this Lease is renewed, and the amount of rent is increased, the security deposit Owner is permitted to retain must also be increased to equal one month's rent. You shall, upon signing such lease renewal, pay to the order of Owner such additional sum.
- C. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the Apartment during the term of this lease. You shall not use the security deposit to pay the last month's rent of the lease term. Owner may use the security deposit in full or in part if necessary to pay for unpaid rent, damage or loss due to re-renting over the course of this Lease.
- D. If you carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of the Security Deposit and interest where applicable, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date You vacate the Apartment.

However, if You are in default of Your 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 missed rent payments, other losses or expenses incurred and reasonable repairs of such damage and Owner shall provide You with an itemized statement indicating the basis for the amount of Security Deposit retained within the aforementioned fourteen (14) day period. If Owner sells or leases the building, Owner will turn over your security, with interest, wither to You or to the person buying or leasing (lessee) the building within five (5) days after the sale or lease. Owner will notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

- E. If You carry out all of Your obligations under this Lease, and if the Apartment is returned to Owner at the expiration of the Lease term in the same condition as when rented by You, ordinary wear and tear excepted, Your security deposit will be returned in full to You, with the accrued interest for the calendar year, within 60 days of You moving out. If Owner sells or leases the Building, Owner may remit the security deposit, as provided by law, to You or to the new owner or lessee, at Owner's election. If Owner remits the security deposit to the new owner or lessee, You agree to seek the return of the security deposit from the new owner or lessee, and release Owner from any claim to the security deposit.

#### 4. USE AND OCCUPANCY OF THE APARTMENT

The Apartment is to be used and occupied for private residential purposes only, as your primary residence. The Apartment may be occupied only by You, your immediate family or other occupants in accordance with the applicable provisions of law. You agree that the Apartment will be occupied by You and the occupants listed in paragraph 1. You are obligated to advise Owner, in writing, if any additional occupant moves into the Apartment. Such notice must be furnished by You to Owner within 10 days of the date such additional occupant moves into the Apartment. The Apartment may not be occupied by more than the number of occupants permitted by §27-2075 of the Housing Maintenance Code. The Apartment may be occupied by one roommate.

#### 5. RENT, ADDED RENT, RENT ADJUSTMENTS:

- A. Your monthly rent for the Apartment is ~~\$2,395.00~~. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to You is not required. The rent must be paid in full without deductions. [Owner will allocate your rent payment, as it deems fit]. You must pay the first month's rent to Owner when You sign this Lease. If the Lease begins after the first day of the month when you sign it, You must pay Owner (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. You will pay the rent as it shall become due, without any deductions, unless permitted by law.
- B. You may be required to pay other charges and fees to Owner under the terms of this Lease. These other charges shall be deemed "additional rent." This additional rent will be payable as rent, together with the next monthly rent due. If You fail to pay the additional rent on time, Owner shall have the same rights against You as if You failed to pay rent.
- C. If this Lease is for a Rent Stabilized apartment, the rent shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: a. to be bound by such determination; b. where the authorized agency has granted an increase in rent, You shall pay such an increase in the manner set forth by the authorized agency; c. except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within thirty (30) days of your receipt of a copy of the order, cancel your lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at no increase in rent.
- D. Since this Apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of Housing and Community Renewal (DHCR). You agree to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guidelines have not been



fixed by the Rent Guidelines Board (RGB) by the date the lease is executed, the rent provided for in this Lease may be increased or decreased retroactively to the commencement date of the Lease consistent with orders issued by the RGB.

**6. FAILURE TO PAY RENT ON DUE DATE:**

Rent is due by the first day of each month. You acknowledge and understand that Owner is not required to send you an invoice reminding you of this obligation. Payment after the 5th day of each month shall be considered a "late payment." You expressly agree and understand that three (3) or more late payments in any twelve-month period shall be deemed a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of You by Owner.

**7. FEE FOR LATE PAYMENT:**

Pursuant to Real Property Law Section 238-a(2), You shall be obligated to pay a late fee if payment of rent has not been received within five (5) days of the first of each month. Late fee shall be lesser of \$50.00 or five percent of the monthly rent in addition to legal interest at the maximum amount allowable at law. You will also be liable to pay all bank fees and charges for any check which is dishonored or returned.

**8. DISHONORED CHECK FEE:**

If You pay rent by check and such check is dishonored for any reason by the bank on which the check is drawn, You will be responsible to pay Owner a dishonored check fee of \$15.00 in addition to the fee for late payment. This fee is additional rent.

**9. IF YOU ARE UNABLE TO MOVE IN**

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. You will not have to pay rent until the move-in date Owner gives You by notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner, in writing, that Owner has 15 additional days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

**10. CHANGES AND ALTERATIONS TO YOUR APARTMENT; CARE OF YOUR APARTMENT**

- A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage, which occurs through ordinary wear and tear. Promptly after you move in, you must furnish all windows with traditional window coverings (i.e. curtains, mini-blinds, drapes, etc.) Throughout your tenancy, you must keep the Apartment clean, sanitary and in good condition. You cannot build in, add to change or alter the Apartment in any way, including but not limited to, painting or chemically treating, or decorating with any covering the kitchen cabinets, bathroom tile, or exposed brick walls, or scraping, staining or refinishing any floors. You must get prior written permission from the Owner for any painting or decorating. You must also get prior written permission from the Owner to install any vinyl tile, linoleum, carpeting or any other floor covering, except for the 80% floor covering required under the Lease, which may not be pastes, nailed, or affixed to the floor except as provided herein. You must get prior written permission from the Owner to install any fixtures items that attach more or less permanently to the wall, such as built-in bookcases, loft beds, track lighting, shelving anchored to the walls, or any other object installed to the Apartment with permanent materials like nails, screws or cement. You shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal units, kitchen cabinets, stove, heating, ventilating, or air conditioning units or other mechanical equipment or an external antenna in the Apartment without the prior written consent of Owner. You cannot install any 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.
- B. You are responsible for the proper care and maintenance of the Apartment. You must, at your sole cost and expense, repair or replace anything in the Apartment requiring repair or replacement as a result of your negligence. You will reimburse Owner all costs incurred by Owner to remedy any damages to the Apartment or the Building caused by you, your guests,

occupants or roommates that is not deemed normal wear and tear. Such sum shall be added rent.

- C. If You know of or discover any problems in your Apartment, You agree that you will give the Owner written notice of the problem, at the address for notices set forth in paragraph 1, unless it is an emergency. If it is an emergency, You agree to call the superintendent or Manhattan Skyline Management Corporation at (212) 977-4800.

**11. - END OF LEASE - MOVING OUT**

- A. You have not properly moved out of the Apartment until: 1) all persons, furniture and property belonging to You are out of the Apartment; 2) You have restored the Apartment to the condition in which you found it 3) You have arranged and conducted a move-out inspection with the superintendent; 4) all keys to the Apartment have been returned to the superintendent; and 5) You have disconnected the utilities. Once you have thoroughly cleaned the Apartment and removed all your belongings, You should arrange a date to conduct a move-out inspection with the superintendent. On the date of your move-out inspection, be prepared to return all keys and provide your new forwarding address where Owner may mail you your security deposit. Please be sure that as of the date of your move-out you have disconnected all phone and utility services, terminated all newspaper and magazine subscriptions and sent the post office a change of address form.
- B. When this Lease or any other subsequent Lease renewal agreement ends, You must either have executed a fully binding lease renewal agreement for the Apartment before your lease expiration and received acknowledgment from the Owner that your lease renewal agreement was received or You must move out. If You decide to move out, You should notify Owner in writing that you are moving out. When You move out, You must leave the Apartment in the same condition, as it was in when You moved in, except for normal wear and tear. You must return the Apartment clean, sanitary and in good condition, otherwise you will be charged for the clean up costs. Items that you should thoroughly clean before vacating include but are not limited to: floors, walls, baseboards, ceilings and built-in shelves, kitchen cabinets, countertops and sink; stove and oven, refrigerator, microwave and dishwasher (if applicable), inside and out; bathtubs, showers, toilets and plumbing fixtures, doors, windows and window coverings.
- C. When you move out, You must return the Apartment to the condition in which you found it when you moved in. You must remove all of your movable property and not leave anything behind-this includes any bags of garbage, clothes, food, newspapers, furniture, appliances, dishes, plants, cleaning supplies or other items that belong to You. You must also remove at your own expense, any fixtures or installations, including but not limited to any wall, window or floor covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with the Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals, including nail or screw holes left behind by fixtures or installations.
- D. All walls and floors are to be left, upon termination of this Lease for any reason whatsoever, in the same condition in which they were received, reasonable wear and tear excepted. Prior to the termination or cancellation of this Lease, Tenant shall, at his own cost and expense, remove any wall covering, painted murals, or any other wall attachments Tenant or previous Tenant may have installed, make any necessary repairs and leave the walls painted in the same color as when You rented the Apartment. Tenant shall also, at his own cost and expense, remove vinyl tile, linoleum, carpeting or any other floor covering that the Tenant, or previous Tenant, may have installed, including all nails, tacks or stripping by or to which the same may have been attached, and have that floor, and the entire adjacent area scraped, refinished and repaired in a good and workmanlike manner to the Owner's satisfaction.
- E. If after the Lease term ends, You have not properly moved out, Owner may either treat You as still in occupancy and charge you for use, or may consider that you have abandoned the Apartment and any property remaining in the Apartment. If the Owner treats You as still in occupancy, Owner will commence a legal action called a holdover proceeding to regain possession of the Apartment. If the Owner treats You as having abandoned your property Owner may discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing or storing such property. The provisions of this article will continue to be in effect after the end of this Lease and will continue to have effect until You have properly moved out.



**12. YOUR DUTY TO OBEY AND COMPLY WITH LAW, REGULATIONS, AND LEASE RULES**

- A. Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, which affects the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleared from outside, unless the equipment and safety devices required by law are used.
- B. Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the Building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.
- C. Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because of You, members of your immediate family, servants, or people visiting You have not obeyed government laws and orders of the agreements or rules of this Lease.
- D. Recycling and Environmental Protection.** You agree to comply with all government laws and orders regarding recycling and environmental protection. If, because of Your failure to comply with any governmental law or order, Owner is put to any expense whatsoever, including, without limitation, any fine or penalty imposed by any governmental authority, You will pay Owner the amount of any such expense as additional rent. **TENANT'S RESPONSIBILITY FOR SEPARATION OF RECYCLABLES AND TRASH.** Tenant agrees at his sole cost and expense to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments commissions and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the Rules and Regulations adopted by Owner for the sorting and separation of such designated recyclable materials. Owner reserves the right where permitted by law, to refuse to collect or accept from tenant any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Where permitted by law Owner reserves the right to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Paragraph, and, at Tenant's sole cost and expense, Tenant shall indemnify, defend and hold Owner harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from such Tenant non-compliance, utilizing counsel reasonably satisfactory to Owner, if Owner so elects. Tenant's failure to comply with this Paragraph shall constitute a violation of a substantial obligation of the tenancy, local statute, and Owner's rules and regulations. Tenant shall be liable to Owner for any costs, expenses, or disbursements, including attorney's fees, incurred by Owner in the commencement and/or prosecution of any action or proceedings by Owner against Tenant, predicated upon Tenant's breach of this Paragraph.
- E. Non-Interference.** You will do nothing to interfere with or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by Your misconduct or the misconduct of anyone under Your direction or control shall not be a breach by Owner.

**13. OBJECTIONABLE CONDUCT**

As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease. You shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comfort or convenience of other tenants. You shall not play a musical instrument or operate or allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the Building.

**14. SERVICES AND FACILITIES**

- A. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B. **Gas.** Gas is included in the rent unless You are directly metered for gas.
- C. **Electricity.** It is expressly understood and agreed that Owner shall not supply electrical utilities or service to the Apartment. Tenant shall make its own arrangements with the public utility company servicing the Apartment for the furnishing of and payment of all charges for electricity. Interruption or curtailment of any such service shall not constitute a constructive or partial eviction or entitle Tenant to any compensation or abatement of rent. Tenant acknowledges and agrees that in the event the Owner elects to install separate meters for electricity, then the rent for the Apartment SHALL NOT include electricity, and no adjustments will be made. Tenant shall then agree to pay for the cost of all electricity consumed by Tenant in the Apartment including, but not limited to, electric charges for the operation of the heating and air conditioning systems. Owner or its agent makes no representations as to the cost of such electric charges.
- D. **Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent. Enclosed air-conditioning units have been installed in the Apartment. These units are individually operated and have been connected to the Your electric meter. Tenant will be responsible for the electric charges but the Owner will be responsible for the maintenance of the equipment unless damaged by the fault or negligence of Tenant or Tenant's guests, servants or invitees. Tenant shall not be permitted to install any other air-conditioning equipment in the Apartment nor shall Owner be responsible for any damages nor shall Tenant be entitled to an abatement of rent due to the removal of or breakdown of the equipment.
- E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives you 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.
- F. **Storeroom Use.** If Owner permits you to use any storeroom or any other facility located in the Building but outside of the Apartment, the use of this storeroom or facility will be furnished to you free of charge and at your own risk, except for loss suffered by you due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storerooms or laundries.
- G. **Laundry Facilities.** If Owner permits You to use any laundry located in the Building, but outside of the Apartment (except as otherwise stated in this Lease), the use of any of the laundry facilities will be furnished to You at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at Your expense any coin operated appliances located in any such laundry facilities. Owner has no obligation to You to provide laundry or any other facility and Owner may discontinue such service at any time.
- H. **Smoke/Carbon Monoxide Detector.** If Owner has or hereafter shall install one or more combination smoke/carbon monoxide detectors in the Apartment, it is understood that Owner shall not be responsible for any servicing or maintenance of the smoke/carbon monoxide detector, including, but not limited to, replacement of batteries, if applicable, except as provided by applicable law or statute. If a smoke/carbon monoxide detector has been installed in the Apartment, You acknowledge that You have inspected it and that it is in good working order. You shall be liable to Owner for any damage resulting from your failure to keep it in good working order. Owner shall not be liable for any damage caused by the failure of such smoke/carbon monoxide detector to operate properly.
- I. **Security Systems.** (1) You acknowledge that the Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which the Owner does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. You agree that the Owner shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which You or any members of Your family, employees or guest may suffer or incur by reason of any claim that the Owner, its agents or employees or any mechanical or electronic system in the Building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented



the bodily harm or property loss or damage and (2) if You install a security system, the Owner shall not be responsible for the maintenance of same. Neither the superintendent nor the Owner nor any of its employees shall be responsible for responding to any alarm or security alert.

- J. **Terrace and Balconies.** (1) The Apartment may have a terrace or balcony. Neither the terrace nor balcony is part of the Apartment. However, you may use the terrace or balcony during your lease period. Your use of either the terrace or balcony shall be governed by the terms of this Lease. Owner may make special rules regarding the use of the terrace and balcony. Owner will notify You of such rules and Your failure to comply with such rules shall constitute a substantial violation of this Lease; and (2) You must keep the terrace or balcony clean and free from snow, ice, leaves, garbage or any other refuse. You shall keep all screens and drains in good repair. No cooking with gas or charcoal grills is allowed on the terrace or balcony. You shall not store or place any baby carriages, bicycles or any other property, other than terrace/balcony furniture on the terrace or balcony. You may not keep or install a fence or make any changes or additions to the terrace or balcony. Installation of furniture and plants requires prior approval of Owner. If You do so without Owner's permission, Owner has the right but shall not be obligated to remove these items and store them at Your expense; and (3) During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Terrace or Balcony to make any necessary repairs or changes Owner deems necessary. With reasonable notice, Owner may also deny You access and use to the Terrace or Balcony to make any necessary repairs to the Building or changes to the Building the Owner deems necessary. Your rent will not be reduced while your use of the terrace or balcony is prohibited or restricted because of this work.
- K. **Recreational Facilities.** The use of any swimming pool, health club, sun deck or other recreational facilities located in the Building of which the Apartment forms a part is restricted to those persons (including members of the general public) maintaining a paid-up membership acceptable to Owner or the health club operator. At Owner's option, membership shall be available on a first-come, first-served basis.

#### 15. OWNER'S INABILITY TO PROVIDE SERVICES

If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, including but not limited to a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Your obligations under this Lease, including the obligations to pay rent without abatement, shall remain in effect. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws that are in effect when the reduction in service occurs. Owner is not required to provide any service besides those specifically written in this Lease.

#### 16. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduit in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law;
- B. To show Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C. For four months before the end of the Lease, to show the Apartment to persons who may wish to rent it;
- D. If, during the last month of the Lease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry;
- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property;
- F. If Owner enters the Apartment, Owner will try not to disturb You. Owner may keep all equipment necessary to make repairs or alterations to the Apartment in the Apartment. Owner is not responsible for disturbance or damage to You because of performing work or keeping the equipment in the Apartment. Owner's use of the Apartment does not give You a

claim of eviction. Owner may enter the Apartment to get to any part of the Apartment or Building;

G. Failure to provide access is a substantial violation of this Lease.

#### 17. ASSIGNING; SUBLETTING; ABANDONMENT

A. **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance. Owner may refuse to consent to a lease assignment for any reason or no reason. The first and every other time You wish to sublet the Apartment, You must get the written consent of Owner. Owner may impose a reasonable processing fee including but not limited to a credit check fee on You in connection with an application to assign or sublet. If You fail to pay Your rent, Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease. In the event of an unauthorized assignment or sublease, the Owner shall be entitled to collect the rent from the occupant in the same manner as from You, the Tenant. Such acceptance shall not be deemed consent to the assignment or sublease. You shall remain liable under this Lease after a sublease or assignment unless You are released in writing by the Owner. You may not request to sublet the Apartment to any other tenant at the Building.

B. **Abandonment.** The removal of all or substantial part of Your furniture from the Apartment or any other indications that the Apartment has been vacated shall be deemed an abandonment by You and Owner may then re-enter and take possession of the Apartment, repair and redecorate it for the purpose of re-re-renting, whether or not You has surrendered the keys. Such taking by Owner shall not be deemed to relieve You from liability to pay the rent. You releases Owner from any and all claims for damages by reason of such re-entry. If you move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. You will remain responsible for each monthly payment of rent as it becomes due until the end of the Lease subject to real Property Law §227-e. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

#### 18. DEFAULT

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

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

(2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end six days after the date the second written notice is sent to You. At the end of the 7-day period, your rights under this Lease will end. You then must move out of the Apartment. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible. You will remain liable to Owner for unpaid rent up to the expiration date of this Lease, the value of your occupancy, and damages caused to Owner after that time as stated in Article 18.

- (3) If You do not pay your rent when this Lease requires, Owner or Owner's agent shall send you by certified mail a written notice stating the Owner or Owner's agent did not receive payment for rent within five (5) days of the date specified in the Lease. This does not waive, impair or modify Your obligation to pay rent by the first day of each month. If You fail to pay Owner the rent as demanded in fourteen (14) days statutory written rent demand, Owner may commence an action or summary nonpayment eviction proceeding based upon the non-payment of rent.

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





- (4) If Your application for the Apartment contains any misrepresentations or false statements, this will be a non-curable default, and Owner may terminate this Lease on three (3) days notice. At the end of the three-day period, this Lease will end. You must then move out of the Apartment.
- (5) Any payment received after the 5th of the month shall be subject to a late charge of \$50.00 for administrative handling and expenses. Said payment shall be due and payable upon demand and is consider additional rent.
- (6) If (i) You assign property for the benefit of creditors or (ii) You file a voluntary petition or an involuntary petition is filed against You under any bankruptcy or insolvency law or (iii) a trustee or receiver of You or Your property is appointed, Owner may give you 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. You must continue to pay rent, damages, losses and expenses without offset.
- (7) In the event You do not comply with any obligations of this lease, create a nuisance, engage in conduct detrimental to the safety of other renters, intentionally damage the property, or disturb to other tenants, then Owner may terminate the tenancy and lease upon ten days written notice to You. Notwithstanding the foregoing, Owner shall not be required to give preliminary notice to You prior to initiating a summary proceeding except such notice as may be required by law.
- (8) You acknowledge that the Apartment is located in a high/first-class residential Building and the Apartment is being rented to Tenant for residential purposes only. Tenant represents that it shall not use the Apartment for commercial and/or office uses of any nature whatsoever. The provisions of this Article are a material inducement to the Owner for the execution of this Lease and any default by Tenant under this Article shall be deemed a material default entitling Owner to exercise any or all of the remedies as provided in this Lease.

#### 19. REMEDIES OF OWNER AND YOUR LIABILITY

A. If Owner ends your rights under this Lease because of your default, the following are the rights and obligations of You and Owner.

- (a) You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- (b) Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease. Notwithstanding the foregoing, if You vacate 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 rent paid under this Lease pursuant to Real Property Law §227-e.
- (c) Whether the Apartment is re-rented or not, You must pay to Owner as damages:
  - (1) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease except to the extent limited by Real Property Law §227-e if applicable; and
  - (2) Owner's expenses for advertisements, broker's fees, and the cost of putting the Apartment in good condition for re-rental, and
  - (3) Owner's expenses for attorney's fees except in the event of a default judgement.
- (d) You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

B. If this Lease is terminated as set forth in paragraph "8," You must pay "use and occupancy" until You vacate the Apartment. If You vacate the Apartment prior to the expiration

of the lease term, You shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the Apartment is re-rented, whichever is sooner. After You vacates, Owner may re-rent the Apartment for the remainder of the lease term, or for a period shorter than or greater than the monthly rental specified on page one of this lease. If the Apartment is re-rented for less than the monthly rental specified above, You shall be liable for the difference between Your monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, You shall be liable for all expenses incurred in connection with the re-renting of the Apartment, including but not limited to attorney's fees, collection fees, advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental.

(1) If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

**C. LEGAL FEES:**

In the event either Owner or You incur legal fees and/or court costs in the enforcement of any of Owner's or Your rights under this Lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or courts. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.

If the above box is not checked, You shall be liable to Owner in the event Owner incur legal fees in the enforcement of any of Your rights under this Lease or pursuant to law. You shall be liable to Owner for such legal fees and/or court costs as added rent.

**20. ADDITIONAL OWNER REMEDIES**

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

**21. FEES AND EXPENSES**

**A. Owner's Right.** You must pay Owner for any of the following fees and expenses incurred by Owner, including but not limited to:

- (1) Making any repairs to the Apartment or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;
- (2) Repairing or replacing any appliance damaged by Your misuse or negligence.
- (3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
- (4) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date;
- (5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of your actions;
- (6) Removing all of your property after this Lease is ended;
- (7) Any fees associated with Owner's transfer or assignment to a collection company of any monetary obligations owed by You because of any default by You under the Lease, any judgments, or any agreements You made with Owner. Such fees include but are not limited to fee charged by the collection company, any interest fees, charges or expenses added to the principal balance before the transfer or assignment of the debt to a collection company.
- (8) All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease;
- (9) THESE FEES AND EXPENSES SHALL BE PAID BY YOU TO OWNER AS ADDITIONAL RENT WITHIN 30 DAYS AFTER YOU RECEIVE OWNER'S BILL OR STATEMENT. IF THIS LEASE HAS ENDED WHEN THESE FEES AND EXPENSES ARE INCURRED, YOU WILL STILL BE LIABLE TO OWNER FOR THE SAME AMOUNT AS DAMAGES.