RENT STABILIZED LEASE

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND OWNERS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSIBILADES 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 55th Street, New York, NY 10019

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

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

Address of Apartment to Be Rented:

2BR (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		[redacted]	[redacted]
2.			

*Please include all full names use(d).

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

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

2. LENGTH OF LEASE: The term (that means the length) of this Lease is 1 year, 0, 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 $2,395.00, 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 loses 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 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 imposes 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 form 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-ϵ. 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 LIABILILTY

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-$\in$.

(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 of 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.

B. Tenant's Right. Owner agrees that unless subparagraph (5) of this article 21 has been stricken out of this Lease You have the right to collect reasonable fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

22. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the gross negligence or willful misconduct of Owner or Owner's agents or employees, Owner or Owner's agent and employees are not responsible to You for any of the following:

(1) any loss of or damage to You or Your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building;

(2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or

(3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in Building except to the extent required by law.

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

23. FIRE OR CASUALTY

You are required to advise Owner immediately in the event of fire or other casualty, which renders the Apartment partially or wholly unfit for occupancy.

A. If part of the Apartment are usable; You must pay rent for the usable part. 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 paragraph C below or by You under paragraph D below.

B. Owner shall repair the Apartment as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control, unless the Owner decides to take actions described in paragraph C below. If the fire or casualty was caused by Your actions, You shall repay the costs of the repairs to Owner as added rent.

C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rated portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

24. 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 takes title, You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

25. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS

All leases and mortgages of the Building or of the Land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, You agree that You have no claim

against Owner or such lease or mortgage holder. You will sign promptly an acknowledgment of the "subordination" in the form that Owner requires.

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

26. TENANT'S RIGHT TO LIVE AND USE APARTMENT

If you pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in other parts of this Lease.

27. BILLS AND NOTICE

A. **Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is (a) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment or (b) sent to You electronically to an email address You have provided to Owner or an email address from which You communicated by email to Owner. The date of service of any written notice by Owner to You under this Lease is the date of delivery or mailing of such notice.

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

C. 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.

28. GIVING UP TRIAL BY JURY AND COUNTERCLAIM

A. In any legal proceeding arising under the terms of this lease, whether instituted by Owner or You, the parties agree to give up the right to a trial by a jury. The right to a trial by jury is an important right of You, and You is agreeing not to demand a trial by jury. The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property. (emphasis in original)

B. **NO COUNTERCLAIMS:** In any action by Owner seeking recovery of the Apartment, You shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the Building or Apartment. You shall be required to bring an independent action on any other counterclaim.

29. CHOICE OF LAW

You expressly consent to the jurisdiction of the Civil Court of the City of New York, New York County, the Supreme Court of the State of New York, County of New York and the United States District Court, Southern District of New York, for the purposes of adjudication of all disputes arising out or related to this Lease, the attached Riders, and any subsequent lease renewals. Additionally, You consent to the service of any process by mail commencing any proceeding or action in the above-mentioned courts.

30. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due. No writing by You on any check or money order will be binding on Owner, even if the check or money order is deposited.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

31. CONDITION OF THE APARTMENT

A. When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner or found in Owner's floor plans or brochure shown to You before You signed the Lease. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is," except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in an attached "Work" rider, if any. You understand that no employee or agent of the Owner is authorized to bind the Owner orally to do anything in the Apartment. Any Owner's work must be in writing and signed by Owner or Owner's Agent. You will have no claim against Owner on account of any noises, aromas, scents or odors.

Tenant's Initial Tenant's Initial

B. You acknowledges inspecting the Apartment prior to signing this lease and accepts the Apartment in the condition it is in as of such inspection. You acknowledges that the Apartment is free of defects. Owner warrants that the Apartment and Building are fit for the habitation and there are no conditions dangerous to health, life or safety.

32. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession . It does not include a former owner, even if the former owner signed this Lease.

B. You: The term "You" means the person or persons signing this Lease as Tenant and the approved successors and approved assigns of the signer. This Lease has established a tenant-Owner relationship between You and Owner.

C. SINGULAR/PLURAL and JOINT/SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one entity is renting the Apartment, their obligations shall be joint and several.

33. MECHANIC'S LIEN:

In case a notice of mechanic's lien against the Building shall be filed purporting to be for labor or material furnished or delivered at the Building or the Apartment for You, or anybody claiming under You, You shall immediately cause such lien to be discharged by payment, bonding or otherwise; and if You have failed to do so within ten (10) days after notice from the Owner, then the Owner may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of same or of any offsets or defenses hereto, and Owner shall have the right to collect from You as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection with same including reasonable attorney's fees and disbursements, together with interest from the time or times of payment.

34. LEASE NOT BINDING ON OWNER

This Lease is submitted to You for signature with the understanding that it shall not bind the Owner unless it has been executed by the Owner and delivered to You.

35. SIGNS

No signs, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Building, except such as shall have been first approved in writing by the Owner or Owner's managing agent.

36. ILLEGALITY

If any term in this Lease is illegal, that term will no longer apply. The rest of this Lease remains in full force.

37. OWNER'S CONSENT

If You require Owner's consent to any act and such consent in not given, Your only right is to ask the Court to force Owner to give consent. You agree not to make any claim against Owner for money or subtract any sum from the rent because such consent was not given.

38. BROKER

You represent that no broker was involved in this Lease or, if a broker did bring about this Lease, You have agreed with the broker to pay the fee. You hold Owner harmless from any claim for commission made by any broker, including all costs of defending any claim and reasonable attorney's fees by an attorney selected by Owner to defend it.

39. OWNER'S EXCULPATION: If the Owner or any successor in interest is an individual, joint venture, tenancy in common, co-partnership, unincorporated aggregate of individuals or a corporation (all of which are referred to below, individually and collectively, as a "Owner Entity"), than anything elsewhere to the contrary notwithstanding, Tenant shall look solely to the estate and property of such Owner Entity in the land and Building of which the Apartment is a part, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Owner Entity in the event of any default or breach by Owner Entity with respect to any of the terms, covenants and conditions of the lease to be observed and/or performed by Owner Entity, and no other property or assets of such Owner Entity shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

40. YOUR INSURANCE

Within ten days of the signing of the Lease, Tenant will obtain renter's insurance and provide proof of purchase to Owner. You further agree to maintain the policy throughout the duration of the tenancy, and to furnish proof of insurance on a yearly basis. The renter's insurance required must at a minimum cover damage to Your property as a result of unexpected hazards such as fire, water damage or theft and must cover You if Your negligence or any of Your guests' negligence causes injury to others at the Apartment or at the Building, or damages the Building or the property at the Building. In case of any damage, You covenant and agree that the claim and proceeds of such Your insurance shall be Your sole remedy. Failure to maintain Your insurance is a serious default of the Lease obligation and in the event of such default, Owner may terminate Your rights under the Lease. Owner requires that resident secure insurance to protect himself/herself and his/her property.

41. LIABILITY OF TENANT: You shall pay all sums incurred by Owner; in the event Owner is held liable for damages resulting from any act by You.

42. RE-ENTRY: If You are dispossessed by legal action, Owner may enter the Apartment without liability for re-entry, and may re-rent the Apartment. You will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and re-renting. You waive the right to re-enter the Apartment after a final order or judgement in any action or proceeding after You are removed from the Apartment.

43. WINDOW CLEANING: You shall not allow any windows to be cleaned from the outside unless such service is provided by the Owner.

44. COMMON AREAS: You shall not place baby carriages, bicycles or any other property in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. Public access way shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can used for deliveries.

45. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window of the Building. If there is a garbage chute in the Building the garbage must fit through the chute, otherwise You Must bring the garbage to the basement. You cannot leave the garbage outside the hallway under any circumstances. You shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators, elevator shafts or any

other public areas. You shall not place any articles of refuse outside the Building except in safe containers and only at places designated by Owner. You shall be liable to Owner for any violations issued to Owner as a result of Your failure to properly recycle.

46. KEYS AND LOCKS:

A. Owner must retain a duplicate key to enter the Apartment. Tenants may install an additional of not more than three inches in circumference to the front door of the Apartment. Tenants may also install a lock on any window but only in manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent a duplicate key. If Tenants alter or re-key any locks to the Apartment, Tenants must give Owner or Owner's agent any corresponding new keys. If at the time Tenants move in, Tenants find any additional lock other than the main lock to the Premise's, it is Tenants' responsibility to either accept the additional lock Tenants are responsible for the maintenance and removal of the additional lock.

B. Upon moving out of the Apartment, Tenants must return to Owner or Owner's agent all keys either furnished or otherwise obtained and remove any additional lock Tenants installed. If Tenants does not return the keys, Owner may continue to charge Tenants rent, even though Tenants' Leases may have expired. If Tenants' Lease has not expired at the time Tenant vacates the Apartment, return of keys to Owner shall not end Tenants' Lease obligations, but shall allow Owner to mitigate damages for Tenants by showing the Apartment and attempting to re-rent as soon as possible.

C. If during the course of the tenancy, Tenants lose any keys, which Owner furnished to them, Tenants shall pay Owner the cost of getting new key copies. If Tenants install a new lock after losing any keys, Tenants must provide Owner with a duplicate key to enter the Apartment immediately upon doing so.

47. NO PETS:

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

48. WINDOW GUARDS: You hereby agree to notify Owner if any child who is ten years of age or under occupies the Apartment so that Owner may install window guards in each window of the Apartment in accordance with the law, which shall be at Your expense. You shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. You shall be liable to Owner as a result of Your failure to permit Owner to install window guards.

49. PEELING PAINT: You hereby agree to notify Owner of any paint within the Apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

50. NO PROJECTIONS: You may not install or cause to be installed anything on the roof or outside wall of the Building or balcony, terrace, or window.

51. FORMS: You agree to complete any and all forms that may be requested by Owner from time to time.

52. CONSTRUCTION/CONVIENCE: Neighboring buildings maybe the subject of construction, renovations or demolition. Owner will not be liable to You, nor shall You seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of

quiet enjoyment, or breach of warranty of habitability whether such inference results from activities conducted on adjoining Owners' properties.

53. 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, AND THE RIGHT TO TERMINATE THIS LEASE ON SEVEN (7) DAYS' WRITTEN NOTICE TO TENANT WITHOUT ANY RIGHT TO A CURE PERIOD, AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY.

54. LEAD BASED PAINT

Owner and Tenant shall sign and complete the lead-based paint and/or lead-based hazard disclosure annexed as a rider to this Lease.

55. 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 Apartent 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.

56. BED BUG DISCLOSURE

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

57. SPRINKLER DISCLOSURE

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

58. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider 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 notices.

59. 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 to this Lease.

60. SMOKING POLICY

Owner has attached as a rider the smoking policy for the Building.

61. PARTIES BOUND. The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

62. ENTIRE AGREEMENT: Owner and You have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject Apartment. The lease can only be changed in writing. The writing must be signed by both Owner and You.

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.

Owner/Agent (on behalf of Owner)
SULLIVAN PROPERTIES, LP

Tenant 12/30/2019

Tenant

ATTACHED RULES WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 11

Public Access Ways

1. (a) You shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.

(b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

Bathroom and Plumbing Fixtures

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

Refuse

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

Elevators

4. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by You or any of Your guests. You expressly agree that if You cause any damage to any Building elevator, You will pay Owner for all associated damages. The service elevators, if any, shall be used by servants, messengers, and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.

Laundry

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

Noise

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

No Projections

7. An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace. It is understood that the tenant will not increase the present installed electric equipment or appliances without written approval of the Owner.

Moving

9. Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by You in moving because of delays caused by the unavailability of the elevator.

Floors

10. Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchen, pantries, bathrooms, and hallways. The tacking strip for wall to wall carpeting will be glued, not nailed to the floor.

11. **BATHROOM AND PLUMBING FIXTURES:** The bathrooms, toilets, wash closets and plumbing fixtures shall be used for the purposes for which they were designed or built; sweeping rubbish bags, acids or other substances shall not be placed in them.

12. **LAUNDRY:** Laundry machines if any, provided by Owner, shall be used by You in the manner and the times that Owner may designate. You shall not dry clothes or air clothes on the roof or on the terrace or balcony, if any. You may use laundry machines, if any, at Your own risk.

Unpaid rent

13. Owner may report unpaid rent and damages to a credit bureau for recordation in resident's credit file.

Window Guards

14. IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)

Pool and Recreational Areas

15. Permission to use any pool and/or recreation areas, including a playroom and health club, must be in writing Owner may revoke permission at any time. You may pay all fees imposed by Owner.

Rent Increases for Major Capital Improvement

16. In the event that Owner notifies You that an application for increase in stabilized rent on the ground of a Building-wide major capital improvement has been ordered by the Division of Housing and Community Renewal ("DHCR"), You agree to pay Owner the stabilized rent increased during the remaining term of Your Lease and any other subsequent Lease Renewals, by reason of such DHCR Order and in the amount permitted the upon receipt of Owner's notice.

Waiver of Foreign Sovereign and Diplomatic Immunity

17. You represent that You are not subject to foreign sovereign immunity and diplomatic immunity and consent to the jurisdiction of the Housing Court and all other courts. You expressly represent that in the event a judgement is entered against any property or assets of yours, You consent to the jurisdiction of any and all respective United States courts wherever the property or assets are located.

Credit Reports

18. You authorize Owner to use Your Social Security number to obtain any and all credit reports for the purpose of the initial lease or any Lease renewal thereof now and no more than five years after the expiration of this Lease or any renewal thereof, and fully understands that these reports will be used by Owner in connection with Your occupancy of the Apartment.

SULLIVAN PROPERTIES, LP, Landlord
By Manhattan Skyline Management Corp.,
as agent

By:_____

12/30/2014

_____
Tenant

_____
Tenant

GUARANTY

Tenant: Baris Dincer
Premises: 111 Sullivan Street, New York NY 10012
Apt: 2BR

The undersigned Guarantor Erdinc Dincer guarantees to Owner, and Owner's successors and assigns, the full and strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease (including all riders). Guarantor agrees to waive all notices of when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease and all notice of demand. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that the Guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. The Guaranty shall also remain in full effect for any period during which Tenant holds over after the Lease or any renewals expire or if Tenant assigns or subleases the Premises.

As a further inducement to Owner to make the Lease, Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty. The Guarantor hereby expressly waives any counterclaims in any action brought by Owner and expressly agrees that the legality of this agreement and agreements of the Guarantor under this agreement shall not be ended or changed by reason of any claims brought by Landlord against Tenant.

Guarantor expressly consents to the exclusive personal and subject matter jurisdiction of the Civil Court of the City of New York, New York County, the Supreme Court of the State of New York, County of New York and the United States District Court, Southern District of New York, for the purposes of adjudication of all disputes arising out of the attached Lease and all riders.Additionally, Guarantor consents to the service of process by regular, certified or certified, RRR mail, the type of mailing is at Owner's discretion; as long as service of process is made as set forth herein, Guarantor waives any objection to service of process. Furthermore, Guarantor separately and expressly consents to the enforcement by Owner of any judgment that may be obtained from any of the above-named Courts. Any information obtained pursuant to a credit report made in connection with this Guaranty may also be used for collection purposes.

Guarantor Signature: _____

Guarantor Name (Print): ERDINC DINCER

STATE OF New York

COUNTY OF Nassau

SWORN TO BEFORE ME THIS 30TH DAY OF December, 20 19

_____
NOTARY PUBLIC

Roxana Cherise
Notary Public, State of New York
No. 01CH6357888
Qualified in Queens County
Commission Expires May 01, 20 21

form of identification taken: _____

Guarantor Social Security number: 128 84 4708

Guarantor Address: 65 Prospect Ave Apt. 28W
Hewlett, NY 11557

ADDITIONAL CLAUSES attached to and forming a part **of Lease dated** 12/30/2019 between SULLIVAN PROPERTIES, LP, Landlord, and BARIS DINCER, Tenant(s).

A. It is expressly understood and agreed that this instrument cannot be changed orally.

B. 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, bookcases, cabinets, mirrors, painted murals, or any other wall attachments Tenant, or previous Tenant may have installed, make any necessary repairs and leave the walls in their typical condition and prime paint. 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.

C. Tenant agrees that during Tenant's occupancy of the apartment, tenant will cover at least 80 percent of the floor area of the demised apartment other than the kitchen, pantry and bathrooms, with rugs and/or carpeting.

D. Enclosed air-conditioning units have been installed in each apartment. These units will be individually operated and have been connected to the Tenant's electric meter. The Tenant will be responsible for the electric charges but the Landlord will be responsible for the maintenance of the equipment unless damaged by the fault or negligence of the Tenant, guests, servants or invitees. The Tenant will not be permitted to install any other air-conditioning equipment in the premises nor shall Landlord 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. Supplement to Article 6.

If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this Lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease, except as to the covenant to pay rent. The provision of Articles 6 & E are intended to constitute "an express provision to the contrary" within the meaning of Section 223-A of the New York Real Property Law.

F. Landlord will cause the apartment to be painted in the standard manner customary for the building.

G. It is agreed that Tenant will supply its own window treatment, such as shades or blinds.

SULLIVAN PROPERTIES, LP

12/30/2019

Tenant

General Partner, Landlord as Agent

Tenant

ADDITIONAL CLAUSES attached to and forming a part of Lease dated 12/30/2019 between SULLIVAN PROPERTIES, LP, Landlord, and BARIS DINCER, Tenant(s).

H. Addendum to Article 18: Assignment/Subletting.

No such consent to any such subletting or assignment shall be construed as permitting any further subletting or assignment, or as a waiver of tenant's continued liability under this Lease. It is expressly understood and agreed that the proposed sub-tenant or assignee shall not take occupancy of the premises until written approval from the Landlord is obtained. It is agreed that the sub-lease shall terminate no later than thirty (30) days prior to the termination of this lease.

Should Rent Stabilization or other Governmental Body provide that Landlord is entitled to additional rent due to the sub-letting or assignment, in that case, Tenant agrees to pay such additional increase.

I. That where Landlord has proper cause and ground to apply to the Division of Housing and Community Renewal for relief, and where, upon due application, either presently pending as specified in the schedule annexed hereto, or made hereafter, Landlord is found to be entitled to an increase in rent over and above the amount set forth in this lease, the parties agree:

(a) To be bound by the determination of the Division of Housing and Community Renewal.

(b) That where the Division of Housing and Community Renewal has granted an increase in rent, the Tenant agrees to pay such increase in the manner set forth by the Division of Housing and Community Renewal.

(c) Anything contained in paragraph I (a) and (b) to the contrary notwithstanding it is distinctly understood and agreed that in the event that an order is issued, increasing the Stabilization rent because of owner hardship, the Tenant may, within thirty (30) days of his receipt of a copy of the order by the Division of Housing and Community Renewal, cancel his lease on sixty (60) days notice to the owner. During said period, the canceling Tenant may continue in occupancy at no increase in rent.

SULLIVAN PROPERTIES, LP

12/30/2019

Tenant

General Partner, Landlord as Agent

Tenant

ADDITIONAL CLAUSES attached to and forming a part of Lease dated 12/30/2019 between SULLIVAN PROPERTIES, LP Landlord, and BARIS DINCER, Tenant(s).

J. In the event the guidelines and/or Stabilizer as established and adopted by the Rent Guidelines Board or other Governmental Body for levels of rent increases for the term of this lease are increased or decreased, the owner and Tenant agrees to be bound thereby, and the rent payable under this lease as of the first day of the commencement of the lease, shall be the rent so increased or decreased.

K. It is expressly understood and agreed that Landlord shall not supply electrical utilities or service to the premises. Tenant shall make its own arrangements with the public utility company servicing the Demised Premises 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.

L. It is understood and agreed that carpeting shall not be placed in the hallways until the building is fully occupied, Tenant agrees that he/she shall not be entitled to0 an abatement or reduction of rent for Landlord's failure to install carpeting.

M. Tenant acknowledges 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 use of any nature whatsoever. The provisions of this Article are a material inducement to the Landlord for the execution of this Lease and any default by Tenant under this Article shall be deemed a material default entitling Landlord to exercise any or all of the remedies as provided in this Lease.

N. Notwithstanding anything to the contrary herein, the apartment shall be occupied only by BARIS DINCER, and no other persons.

O. In the event the Landlord shall institute summary proceedings against the Tenant, Tenant shall pay to the Landlord for legal fees plus costs and disbursements for the action.

P. LANDLORD'S EXCULPATION: If the Landlord or any successor in interest be an individual, joint venture, tenancy in common, co-partnership, unincorporated aggregate of individuals or a corporation (all of which are referred to below, individually and collectively, as a "landlord entity"), than anything elsewhere to the contrary notwithstanding, Tenant shall look solely to the estate and property of such landlord entity in the land and building of which the leased premises are a part, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of the lease to be observed and/or performed by Landlord, and no other property or assets of such landlord entity shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

Q Any payment received after the tenth day 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.

SULLIVAN PROPERTIES, LP

12/30/2019

Tenant

General Partner, Landlord as Agent

Tenant

TEMPORARY RENT CONCESSION RIDER

Rider to Lease dated 12/30/2019 Between SULLIVAN PROPERTIES, LP and BARIS DINCER for the premises located at 111 Sullivan Street apartment 2BR.

1. Current Legal Regulated Rent Acknowledgement

The parties to this Lease agree and acknowledge that the legal regulated rent that Owner is entitled to charge and collect under the Rent Stabilization Code and current Rent Guidelines Board Order for the subject apartment is $2,395.00 per month.

2. Amount of Preferential Rent

The parties to this Lease agree and acknowledge that Tenant will be charged $2,395.00 per month ("temporary rent concession") during the term of the Lease commencing 01/01/2020 and ending 12/3 /2020, an amount which is less than the legal regulated rent of $2,982.39 per month that Owner is entitled to charge and collect.

3. Temporary Rent Concession Limited

The Tenant understands that his or her right to pay the temporary rent concession under this Lease is limited to the term of this Lease only (01/01/20 through 12/31/20) and is personal to the Tenant and will not inure to the benefit of Tenant's successors or assigns. Tenant further understands that at the end of this Lease term (i.e. on 12/31/2020). the temporary rent concession will end. At the end of this Lease term, Owner will calculate and charge all future rents, based upon the current, legal regulated specified in paragraph 1 of this Rider, subject to any lawful adjustments. Tenant shall pay and be liable for all such future lawful rent adjustments.

4. Reason for Temporary Rent Concession

It is acknowledged that this temporary rent concession is charged to BARIS DINCER because of present economic conditions. Owner has agreed to this temporary rent concession as a means of facilitating the renting of this apartment during a temporary down-turn in the rental market; said concession is neither intended as a permanent rent reduction, nor is it intended as a preference to govern throughout Tenant's tenancy.

5. Rent Registration Acknowledgement

Tenant acknowledges that the subject apartment will be appropriately registered at the New York State Division of Housing and Community Renewal ("DHCR") at the legal regulated rent of $2,982.39 and that this agreement shall in no way affect the legal regulated rent for the subject apartment.

6. Tenant's Rent Obligations

Other than during the period specified at paragraph 2 of this Rider, the full monthly rent recited in this Lease or any renewals thereof, subject to future lawful adjustments (if any), must be paid in order to satisfy Tenant's rent obligation pursuant to the lease then in effect.

7. Legal Regulated Rent for Subsequent Lease Renewals

It is acknowledged and agreed by the parties that the legal regulated rent for any subsequent lease renewal will be based upon the legal regulated rent set forth in paragraph 1 of this Rider, subject to any lawful adjustments, such that the Owner's willingness and agreement to accept a temporarily reduced rent shall have no affect upon the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code.

8. Rent Adjustments

Rent increases and rent adjustments shall be in the amounts permitted by law and shall, during this tenancy, have the effect of increasing the legal regulated rent by the applicable percentages, increments or adjustments permitted by law. It is understood that, to the extent, if any, that the Owner applies for and is granted rent adjustments during this tenancy, for the purpose of calculating and implementing such adjustments, such calculation and adjustment shall be by reference to the legal regulated rent then in effect.

9. No Negative Inferences Acknowledgment

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

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

Tenant Signature — Date: 12/30/2019

Co-Tenant Signature — Date

Owner

SULLIVAN PROPERTIES, LP

BY _____ — Date

MILITARY SERVICE

You represents that You and any undertenant are, at this time (check as appropriate):

A. ☒ NOT in the military service; OR

____ IN the military service:

identity of the serviceperson: _____
the branch of the military service: _____
the date the active military status began: _____
where the serviceperson is stationed. _____

AND

B. ☒ NOT a dependent of anyone in the military service; OR

____ a dependent of someone in the military service:

identity of the serviceperson: _____
the branch of the military service: _____
the date the active military status began: _____
where the serviceperson is stationed: _____

If, during the Lease term, You or any undertenant i) enlist in the military service of the United States or a State of the United States or ii) become a dependent of anyone in the military service of the United States or a State of the United States, You agree to immediately notify Owner of this change by regular and certified mail, return receipt requested. The notice must state the identity of the serviceperson, the branch of the military service, the date the active military status begins and where the serviceperson will be located or stationed. You understand that (i) Owner is not relying on military status with regard to leasing but (ii) Owner is relying on Your representation of military status with regard to protecting the rights of You in any Court proceedings where Owner is required to submit a "Nonmilitary Affidavit" concerning the military status of You and/or any undertenant.

Tenant _____ 12/20/2024

CONFIDENTIALITY OF TENANT/APPLICANT INFORMATION AND RECORDS

TO: Our Tenants and Tenant Applicants

FROM: SULLIVAN PROPERTIES, LP
Manhattan Skyline Mgmt. Corp.

PRIVACY POLICY

We take very seriously our legal and ethical responsibility to guard the confidentiality of personal information about our Tenants and Applicants. It is our policy not to disclose nonpublic personal information about our Tenants and Applicants to non-affiliated third parties except as permitted by law. This policy applies to all current and former Tenants and Applicants.

As is sometimes necessary in the course of the application process and during your tenancy in our building, we collect certain nonpublic information (such as your social security number, income and net worth) from various documents and forms that you may deliver to us, from conversations we have with you, and from other professionals handling matters for you. We will use this nonpublic information about you only in connection with your application and tenancy. We may disclose this information to our affiliates and to certain service providers (including but not limited to the bank in which we will deposit your security, accountants, auditors, attorneys, our investigators and collection agents) in connection with the administration and execution of lease into which we enter with you and your performance of your obligations under the lease. These service providers are required (by contract and in many cases by law) to maintain the confidentiality of this information and not to use it other than for such purposes.

Except as required by law, we do not otherwise disclose any personal information about you to other firms, individuals or organizations, without your express prior consent.

We retain records relating to the services we perform so that we are able to properly provide those services to you as our tenant. We restrict access to your nonpublic personal information except as provided above, and to our professional staff and employees who need to know such information. We maintain physical, electronic, and procedural safeguards that comply with federal standards to protect your nonpublic personal information.

CONFIDENTIALITY AGREEMENT

In consideration of Landlord's agreement to enter into this Lease, Tenant agrees to keep the terms of this Lease, and the substance of all communications (oral or written) related to the negotiation of this Lease, completely and strictly confidential and not to reveal its terms to any person except his or her legal and/or financial advisors unless compelled by law to do so, which it is agreed includes a lawful order of any government taxing authority or court of competent jurisdiction. Except under compulsion of law, neither Tenant nor Tenant's legal and/or financial advisors, shall communicate, in any manner whatsoever, including non-verbal communication, information concerning this Lease or relating to the underlying facts concerning this Lease, except that those individuals may say only: "The lease is satisfactory."

In the event that Tenant receives a lawful subpoena or process requesting that he or she participate in any such complaint, charge or lawsuit, as a witness or otherwise, Tenant shall immediately (within twenty-four hours) contact Landlord (by sending a copy of the subpoena or process with an indication of the date on which it was received by certified and regular U.S. Mail addressed to the Managing Agent of Landlord with copies by certified and regular mail to the General Counsel of Landlord at 101 West 55th Street, New York, New York 10019, and Tenant shall take all reasonable and diligent measures to assure that Landlord has an adequate opportunity to oppose such process before any such participation by Tenant. Tenant shall cooperate fully with Landlord, including in any instance where it objects to any such participation by Tenant.

In the event of a breach or a threatened breach of the terms of this provision, each party shall be entitled to seek from any court of competent jurisdiction, preliminary and permanent injunctive relief which remedy shall be cumulative and in addition to any other rights and remedies to which either party may be entitled. It is further agreed that if Tenant should breach the terms of this provision, damages to Landlord would be substantial but incalculable, that is, difficult of ascertainment, and, accordingly, Landlord shall be entitled to recover from Tenant as liquidated damages by reason of such breach of contract the sum equal to the difference between the annual rental last charged for the demised premises and the annual rental charged pursuant to this lease multiplied by two.

12/30/2015

TENANT

TENANT

THE REAL ESTATE BOARD OF NEW YORK, INC.
SPRINKLER DISCLOSURE LEASE RIDER

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

Name of tenant(s): Baris Dincer

Lease Premises Address: 111 SULLIVAN STREET, NEW YORK, NY 10012

Apartment Number: 2BR (the "Leased Premises")

Date of Lease: 12/30/2019

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 8/15/2019.

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 Lease Premises in accordance with New York State Real Property Law Article 7, Section 321-a.

Tenant: Name: Baris Dincer
Signature: Date: 12/30/2019

Tenant: Name:
Signature: Date:

Owner: as agent Name: SULLIVAN PROPERTIES, LP
Signature: Date:

Smoke-Free Lease Addendum

Tenant and all members of Tenant's family or household and occupants, are parties to a written lease with Landlord (the, "Lease"). This addendum states the following additional terms, conditions, and rules which are hereby incorporated into the lease.

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. This includes "electronic cigarettes" meaning any electronic device that provides a vapor of liquid nicotine and/or other substances to the user. This term shall include, but is not limited to, such devices whether they are manufactured or referred to as, "e-cigarettes", "e-cigars", and "e-pipes".

3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the tenant's dwelling is located or in any of the common areas or adjoining grounds of such building nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

4. Landlord to Promote No -Smoking Policy. Landlord shall post no-smoking and/or smoke free signs at entrances and exits, common areas, hallways, and in conspicuous places in the building.

5. Landlord not a guarantor of smoke-free environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the building and the immediate adjoining areas as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases. Landlord is not required to take steps in response to smoking *unless* Landlord is put on notice of the presence of smoking, via agent, personal knowledge, and/or written notice by a Tenant. Tenant

understands that this being a new policy, the subject building is transitioning to Non-smoking status.

6. Effect of Breach and Right to Terminate Lease. A breach of this Addendum by the Tenant shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

7. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the building as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the lease.

8. Effect on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease may not be immediately subject to the No-Smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or the new leases as permitted by law. The building will continue to transition to a full Non-smoking building, until one hundred percent of the rental units are in compliance with the No-Smoking Policy.

Landlord	Tenant
SULLIVAN PROPERTIES, LP	
As agent	
	12/30/2019

BUILDING ADDRESS

APT. #2BR
TENANT(S): Baris Dincer

ACKNOWLEDGMENT

This is to acknowledge that I/we was/ were informed of the pet policy at 111 Sullivan Street, New York, NY 10012. It is understood that pets are not permitted to be kept in the Apartment, Building or grounds nor are pets permitted by guests or visitors to the Apartment or Building.

Specifically, I/we must seek written approval from Landlord prior to obtaining and bringing a pet to my/our Apartment which can be withheld for any reason without regard to reasonableness. Furthermore, should I/we receive written approval for a pet(s), I/we will follow the rules and regulations pertaining to having a pet(s) in my Apartment. If, in the Landlord's sole opinion, my/our pet(s) becomes a nuisance, permission to have a pet(s) in my Apartment may be revoked.

I/we understand that the Landlord has acted in specific reliance upon the representations made herein and that absent said representations, and my/our warranty that we will honor and abide by said representations, the Landlord would neither have offered nor executed a Lease for the renting of the Apartment with me/us. It is further understood that if I/we violate this policy, an immediate action will be commenced to terminate the lease agreement and recover possession.

Tenant's Signature Date 12/30/2019

Co-Tenant (if any) Signature Date

Co-Tenant (if any) Signature Date

SULLIVAN PROPERTIES LP
By:
As agent

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): Baris Dincer

Subject Premises: 111 Sullivan Street,
New York, NY 10012

Apt. #: 2BR

Date of vacancy lease: 12/30/2019

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

[x] 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: _____

Signature of Tenant(s): _____ Dated: 12/30/2019

Signature of Owner/Managing Agent _____ Dated: _____

DHCR (9/10)

RIDER TO LEASE

SMOKE DETECTOR

TENANT CERTIFICATION FORM

ADDRESS: 111 SULLIVAN STREET, NEW YORK, NY 10012, APT #2BR

I/We Baris Dincer, tenant(s) of the above reference apartment, certify that I/we have inspected the apartment and that one smoke detector(s) was/were present and in operable condition.

I/We understand that it is my/our responsibility as the Tenant(s) to maintain the smoke detector(s).

DATE: 12/20/20

TENANT SIGNATURE

TENANT SIGNATURE

WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

You are required by law to have window guards installed if a child 10 years of age or younger lives in your apartment.
Your Landlord is required by law to install window guards in your apartment:

- If you ask him to put in window guards at any time (you need not give a reason)

OR

- If a child 10 years of age or younger lives in your apartment.

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

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

12/30/2013

TENANT SIGNATURE

TENANT SIGNATURE

TENANT SIGNATURE

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, New York 10013
(212) 788-4270

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)
___ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

[ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

[X] Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

___ (b) Records and reports available to lessor (check one below):

[ ] Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[X] Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

Lessee's Acknowledgment (initial)
___ (c) Lessee has received copies of all information listed above.

_X_(d) Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgment (initial)
___ (e) Agent has informed the lessor of the lessor's obligation under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, o the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor	12/30/25 Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

FIRE SAFETY PLAN 2014
PART 1 - BUILDING INFORMATION SECTION

Building Owner / Representative
MANHATTAN SKYLINE MGMT CORP
103 WEST 55 STREET
NEW YORK, NY 10019

RETURN SERVICE REQUESTED

BUILDING ADDRESS:
111 SULLIVAN ST
NEW YORK, NY 10012

Tenant Address: 1 AV *A-05-JUN8-DM-00082-1
BUILDING AGENT'S COPY
MANHATTAN SKYLINE MGMT CORP
103 W 55TH ST
NEW YORK NY 10019-5306

Telephone: (212) 977-4813

BUILDING INFORMATION:

Year of Construction: 1900

Type of Construction: ☒ Combustible ☐ Non - Combustible

Number of Floors: 4 Above ground 2 Below ground

Sprinkler System: ☐ Yes ☒ No

Sprinkler System Coverage: ☐ Entire Building ☐ Partial *(complete all that apply)*:

- ☐ Dwelling Units
- ☐ Hallways
- ☐ Stairwells
- ☐ Compactor Chute
- ☐ Other:

Fire Alarm ☐ Yes ☐ Transmits Alarm to Fire Dept/Fire Alarm Co. ☒ No

Location of Manual Pull Stations:

Public Address System: ☐ Yes ☒ No

Location Of Speakers: ☐ Stairwell ☐ Hallway ☐ Dwelling Unit ☐ Other:

1 AV *A-05-JUN8-DM-00082-1

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

Type of Egress	Identification	Location	Leads to
UNENCLOSED INTERIOR STAIRWELL		BUILDING REAR	ROOF
FIRE ESCAPE		BUILDING REAR	REAR YARD

Date Prepared: 01/06/2014

093070-OWNCOPY

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

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. (All apartment buildings constructed after July 2009 are required to be equipped with multiple interconnected smoke alarms that sound throughout an apartment.) Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction:

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

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

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE. While the structural components of the building may not catch fire, all of the contents of the

building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

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

Apartment buildings constructed before March 1999 were generally not required to have fire sprinkler systems. Some apartment buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed after March 1999 are 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.

Starting in July 2009, residential buildings that are more than 125 feet in height are required by law to be equipped with a one way voice communication system that will enable Fire Department personnel to make announcements from the lobby to building occupants in their apartments or in building 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 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 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.

RIDER TO LEASE

This Rider is made apart of the Lease Agreement (the "Lease") to which it is attached. In the event of a conflict between the provisions of this Rider and the Lease to which this Rider is attached, the provisions of this Rider shall control the rights and obligations of the parties. All capitalized terms used in this Rider and not otherwise defined herein shall have the same meanings as set forth in the Lease.

Grounds for Immediate Lease Termination

Upon the occurrence of any of the following events, Landlord shall have the right to immediately terminate the Lease by sending a written notice of cancellation pursuant to the "Default" section of the Lease to the Tenant:

(i) Tenant, or a guest of tenant, commits a nuisance in the Building, which, for purposes of this Lease, shall constitute engaging in an ongoing course of objectionable conduct which negatively affects Landlord or other persons in the Building, including, but not limited to any of the following:

(a) Behaving in a loud or obnoxious manner;

(b) Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Building;

(c) Disrupting Landlord's business operations;

(d) Engaging in or threatening violence;

(e) Displaying or possessing a weapon in the common area in a way that may alarm others;

(f) Tampering with utilities or telecommunications or bringing hazardous materials into the Building; or

(g) Violating Article 1, section 4 (8)(a) of the New York State Multiple Dwelling Law by subletting the Apartment for fewer than 30 consecutive days (otherwise referred to as "hoteling"), irrespective of whether Tenant has obtained Landlord's prior written consent to sublet the Apartment as required pursuant to the Lease and applicable law.

(i) Tenant makes a material misstatement of fact in the lease application submitted to Landlord upon renting the Apartment.

Landlord and Tenant have signed this Rider as of the date of the Lease Agreement to which it is attached.

TENANT: 12/30/2

TENANT:

LANDLORD: SULLIVAN PROPERTIES, LP

By:

as agent

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
[illegible] Duncan

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

5 Address (number, street, and apt. or suite no.) See instructions.
111 Sullivan Street #2BR

Requester's name and address (optional)

6 City, state, and ZIP code
New York, NY 10012

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number
[redacted] - [redacted]

or

Employer identification number
-

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SKY'S THE LIMIT

RESIDENT REGISTRATION

Please email to Concierge@STLNYC.com or fax to (212) 481-6366.

Last Name: Dixon First Name: Baris

Building Name: Sullivan Mews Apt. #: 2BR

Lease Start Date: 1/1/2019

Home Phone: 914-378-3467 Cell Phone: ''

Email Address: bd2561@columbia.edu.

In case of emergency:

Name: Ed Dixon Relationship: Father

Home Phone: 516-884-1084 Cell Phone: 516-884-1084

Email Address: edinc54@gmail.com

Are you interested in?

- [x] **Move-In Cleaning**
- [ ] **Pet Services**
- [ ] **Window Treatments**
- [ ] **Audio/Visual Set-up**
- [ ] **Handyman/Painter**

The undersigned desires the services of Sky's the Limit™ and agrees to be responsible for payment of the fees incurred and due to the vendors (third party) who actually perform services or provide goods, and acknowledges that Manhattan Skyline is in no way responsible for such payment. Neither Sky's the Limit™ nor Manhattan Skyline assume any responsibility for any claims or damages resulting from the goods or services of third party vendors. All payments as well as any claims or damages will be settled solely between you and such third party vendor.

Signature: _____ Date: _____

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

Index No

----------X

Petitioner,

- against -

Respondent.

AFFIDAVIT OF INVESTIGATION CONCERNING MILITARY SERVICE

----------X

STATE OF NEW YORK, COUNTY OF NEW YORK

Travis Power being duly sworn, deposes and says:

I reside at 103 West 55th Street, county of New York.

I am the ___ owner, or; _____ Mgr agent; _____ Superintendent; ____Relative; ____Process server; _____ other X Leasing Agent; of the petitioner herein;

I have been requested by the attorney for the petitioner-Landlord to make an investigation to ascertain if the above named Tenant (and Undertenant are) is at the present time in the military service.

On _____. 20 ___ I had a conversation with _____

Who I knew to be the tenant because I spoke personally with him/her and witnessed said tenant execute their lease and supporting documents.

I asked said tenant if they were in the military service of the United States or of the State of New York in any capacity or dependent on any person in the military service of the United Stated or the State of New York, and the person informed me that they were not in the military service, nor was said Tenant or anyone of said Tenant's family dependent on any person in the military service of the United States or any nation allied with the United States. And then I had the tenant execute the annexed military service questionnaire.

From the facts above set forth, I am convinced that the said Tenant is not in the military service of the United States or of New York State at the present time.

_____

Sworn to before me on this _____day of _____. 20 ___

Dated: New York, New York
_____. 20 ___

State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433
Web Site: www.hcr.ny.gov
Revision Date: September 2019

New York City LEASE Rider For Rent Stabilized Tenants

FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW."**

This Rider has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2015.

Section 1 (If this is a renewal lease, do not complete Section 1, go to Section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT LAWS and RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

☐ (A) This apartment was rent stabilized when the last tenant moved out.

Address: 111 Sullivan Street, New York NY 10012 Apt # 5BR

1. Previous Legal Regulated Rent $_____
2. Guideline increase based on (1 year) or (2 year) lease. Circle one. (_____%) $_____
   (Note: a guideline increase, if authorized by the Rent Guidelines Board, can only be taken once per guideline year)
3. Individual Apartment Improvements (IAI)

   In order to collect rent increase for the IAI, you MUST complete the itemized list below and enter the increase in Line 3-G (below).

☐ **Tenant Request for Documentation**

Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

Individual Apartment Improvements (IAI)

NOTE: Before completing this section, refer to the IAI limitations described in Section 3 - Provision 4 of this document.

Items

3-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 3-A. _____

3-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 3-B. _____

3-C. Other (check all applicable items)

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

Total Costs for Parts and Labor 3-C. _____

3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C) 3-D. _____

3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D) 3-E. _____

3-F. Calculating the allowable IAI increase for this installation: $15,000 – 3-E 3-F. _____

3-G. Total IAI Rent Increase (1/168th or 1/180th of Line 3-D or Line 3-F, WHICHEVER IS LESS) 3-G. _____

Note: 1/168th if the building has 35 or fewer units. 1/180th if the building is over 35 units.

4. New Legal Regulated Rent (sum of 1, 2 and 3-G) $_____

4A. Preferential Rent* (if charged) $_____ $_____ (enter 4 or 4A)

5. Air Conditioner Surcharges. $_____

6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher) $_____

7. Ancillary Services charged (e.g., garage) $_____

8. Other (specify _____) $_____

9. New Tenant's Total Payment $_____

*If a "preferential rent" is being charged, please read Provision #17 of this Rider.

☐ (B) This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is $_____. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent", the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.

☐ (C) The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program. (Specify Program _____) $_____

☐ (D) Other _____ $_____

Section 2 – This section needs to be completed for vacancy and renewal leases

Lease Rider for the housing accommodation:

111 Sullivan Street 2BR, New York NY 10012

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: 01/01/2020 Lease End Date: 12/31/2020

Lease Dated: 12/9/2019

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.

Baris Dincer

Print Name of Tenant(s)

12/30/2019

Signature(s) and Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above rider is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

Sullivan Properties LP

Print Name of Owner or Owner's Agent

Signature and Date

Section 3 - PROVISIONS

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal ("DHCR"), pursuant to the Rent Stabilization Law ("RSL") and Rent Stabilization Code ("RSC"). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR, or any order of the New York City Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR (www.hcr.ny.gov). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 "Tenant's Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment."

1. RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease ("renewal lease"). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of one or two years. For additional information see DHCR Fact Sheet #26.

2. VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable increase is set by the Rent Guidelines Board. However, no more than one guideline board increase may be added per guideline year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month's rent. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

4. OTHER RENT INCREASES

In addition to guideline increases, the rent may be permanently increased based upon the following:

(A) **Individual Apartment Improvements (IAI)** – When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase is limited to 1/180th of the cost of the improvement.

improvements eligible for a rent increase calculation cannot exceed $15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in the top 6 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the IAI.

The DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)

IAI rent increases cannot be collected if a DHCR order reducing rent for decreased services is in effect and has an earlier effective date. It can be collected prospectively on the effective date of a DHCR order restoring the rent.

(B) **Major Capital Improvements** (MCI) – An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 ½ years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

(C) **Hardship** – An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:

1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

5. RENT REGISTRATION

(A) **Initial**

An owner must register an apartment's rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

(B) **Annual**

The annual registration must be filed with DHCR no earlier than April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy.

(C) **Penalties**

Failure to register may result in such penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 of this Rider, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a one or two-year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guideline increase until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

(A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;

(B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);

(C) (1) if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;

(2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law; a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law.

7. RENEWAL LEASE SUCCESSION RIGHTS

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

"Family Member" includes the spouse, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

"Family member" may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

8. SERVICES

Written notification to the owner or managing agent should be given but is NOT required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperable, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3, #14 and #37.

9. SUBLETTING AND ASSIGNMENT

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without such temporary increase. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's lease commenced, and it takes effect when the subletting takes place.

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days' notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see, DHCR Fact Sheet #7.

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific grounds stated in the Rent Stabilization Law and Rent Stabilization Code, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/her apartment.

Below are listed some but not all grounds for eviction:

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

(A) the tenant refuses to sign a proper renewal lease offered by the owner;

(B) the owner, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner's immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.

(C) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

(A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or

(B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

11. EVICTION WHILE THE LEASE IS IN EFFECT

The owner may bring an action in Civil Court to evict a tenant during the term of the lease for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

(A) does not pay rent;

(B) is violating a substantial obligation of the tenancy;

(C) is committing or permitting a nuisance;

(D) is illegally using or occupying the apartment;

(E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days' notice of any such inspection or showing, to be arranged at the mutual

convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

12. COOPERATIVE AND CONDOMINIUM CONVERSION

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level does not exceed the established income level may qualify for an exemption from guideline rent increases, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and # 21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

15. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. One surcharge amount is established for tenants in buildings where electricity is included in the rent. Another surcharge is established for tenants who pay for their own electricity. Such surcharges shall not become part of the legal regulated rent. (See Operational Bulletin 84-4 and Fact Sheet # 27).

16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline increase to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS

Copies of the Rider are available for informational purposes only, in languages required by DHCR's Language Access Plan and can be viewed at www.hcr.ny.gov. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.hcr.ny.gov. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplemantè a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.hcr.ny.gov. Men, yo fèt pou bay ak egzekite Dokiman Siplemantè a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyetè kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito www.hcr.ny.gov. La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно-коммунальной администрации на сайте www.hcr.ny.gov. Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно-коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

附加條款副本僅供參考，其語言格式以 DHCR「語言服務計畫」之規定為準，且可於 www.hcr.ny.gov 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획(Language Access Plan)에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.hcr.ny.gov 에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에 는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서(Renewal Lease Form)도 영어로만 제공 및 작성해야 합니다.

19. FEES

There are certain fees that owners may charge tenants separate and apart from the rent for the apartment. However, fees of any kind do not become part of the legal rent or preferential rent and cannot be added to it for the purpose of calculating lease renewal increases.

Lawful fees:

Late fees where a clause in the initial vacancy lease allows for them to be charged by a certain specific date and the late fees are no more than the lesser of $50 or 5% of the monthly rent currently being charged and collected. Preferential rents, which may also be referred to as "on-time rent," that are conditioned on prompt payment of rent or terminate upon late payment of rent are not allowed.

Legal fees can only be collected if ordered by a judge in court.

Reasonable fees for a background check when applying to be a tenant which cannot exceed $20 per tenant subject to the background check.

Fees for window guards ($10 per guard) are detailed in DHCR Fact Sheet # 25.

Fees for smoke alarms, carbon monoxide detectors and natural gas detectors are established by the local municipality.

Actual Fees/charges incurred for insufficient funds for a tenant's rent check that did not clear (bounced checks), if this was provided for in the initial lease.

Fees imposed by the NYC agency (Ex-HPD, HDC) that has oversight authority pursuant to a regulatory agreement.

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in DHCR's Operational Bulletin 84-4 and DHCR Operational Bulletin 2005-1.

Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

Fees cannot be charged to the tenant for a background check on a prospective roommate or additional family member.

Pet security deposit or fees proposed for a service animal or that are in violation of fair housing law. Fees for owner installed air conditioner brackets are prohibited.

Fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.

The $20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed along as a fee to the tenant.

Tenants who have been billed for fees and/or surcharges that they may believe are unlawful or untimely, have the right to file a complaint of rent overcharge on DHCR form RA-89 and/or pursue remedies in court.

Appendix

Some agencies which can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: www.hcr.ny.gov or by visiting one of our Public Information Offices listed below for assistance.

Queens
92-31 Union Hall Street
Jamaica, NY 11433

Bronx
One Fordham Plaza
Bronx, NY 10458

Lower Manhattan
25 Beaver Street
New York, NY 10004

Brooklyn
55 Hanson Place
Brooklyn, NY 11217

Upper Manhattan
163 West 125th Street
New York, NY 10027

Attorney General of the State of New York - www.ag.ny.gov
120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

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

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;

2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;

3. After calling 911, call the gas service provider for this building as follows:

Provider	Number
Con Edison	1-800-75-CONED 1-800-752-6633

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

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

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;

2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;

3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

Proveedor	Telefono
Con Edison	1-800-75-CONED 1-800-752-6633

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, THE SUPERINTENDENT _____(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.

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

☐ 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 Signature) 12/30/2014 (DATE)

Print Name, Address, and Apartment Number:

BACIS DINCER, 111 SULLIVAN STREET, #2BR,
NEW YORK NY, 10012

Return this form to: (Owner address): _____

_____

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"

NYC Department of Health & Mental Hygiene | Department of Housing Preservation & Development

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

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

Landlords must:

- **Inspect** every apartment and the building's common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or **requests** for an inspection.

- **Use integrated pest management (IPM) practices** to safely control pests and fix building-related issues that lead to pest problems.
  - ✓ Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
  - ✓ Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
  - ✓ Attach door sweeps to all doors that lead to hallways, basements or outside.
  - ✓ Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
  - ✓ Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation–licensed pest professional.

- **Remove indoor mold** and safely fix the problems that cause mold.
  - ✓ Remove any standing water, and fix leaks or moisture conditions.
  - ✓ Move or cover furniture, and seal off doorways, ventilation ducts and other openings securely with plastic sheeting.
  - ✓ Gently spray the moldy area with soap or detergent and water before cleaning to limit the spread of dust.
  - ✓ Clean the work area with wet mops or HEPA vacuums before work starts, at the end of each day and after all repair work is completed.
  - ✓ Dry the cleaned area completely.
  - ✓ Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
  - ✓ To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** hire a New York State Department of Labor–licensed mold assessor and remediator. Per New York City Administrative Code section 24-154 and New York State Labor Law Article 32, assessors and remediators must submit paperwork to the New York City Department of Environmental Protection.

- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.

- Provide a copy of this fact sheet and a notice with each tenant's lease that clearly states the landlord's and tenant's responsibilities to keep the building free of indoor allergens.

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

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

nyc.gov/health "healthy neighborhoods"

NYC Department of Health & Mental Hygiene | Department of Housing Preservation & Development