

RESIDENTIAL LEASE – TERM SHEET

Lessor: Equity Residential Management, L.L.C.,
as agent for the Owner

Community: The Brooklyn

Premises: 1-11F

Address: 111 Lawrence Street

Premises Address: 111 Lawrence Street Apartment 11F
Brooklyn, NY, 11201

Brooklyn, NY, 11201
(718) 246-0111

Residents: Chiao Yin Chang
Shiu Yu Liu

Guarantor: Kuoyung Liang

Occupants:

LEASE TERM

Commencement Date: 06/01/2021

Expiration Date: 05/31/2022

Renters' Liability Insurance Required: No

Lease Term Expiration: You must provide us with a written notice of your intent to vacate at least 30 days prior to your move-out date. If you fail to give the required notice and move out anyway, you will be charged insufficient notice rent for the number of days your notice is short. The insufficient notice rent shall be charged at the per diem rental rate that is in effect on your move-out date.

Total Deposits Required: \$ 2797.00

Total Monthly Rent : \$ 2797.00

(includes all monthly recurring charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount
Monthly Apartment Rent	2797.00				

Assigned Item Description

Concessions: Monthly Recurring Concession: \$ 0.00 /per month. Total Amount of One-Time/ Non-Recurring Concession: \$ 0.00 . Total Amount of Other Recurring Concessions: \$ 0.00 . The Total Monthly Rent shown above will be adjusted by these lease concession amounts. If this Lease is terminated early, you may be required to pay us a portion of your concession as set forth in the Lease Concession paragraph of the Terms and Conditions.

Total Other Fees and Charges: \$ 0.00

(includes all charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount

	Type	Breed	Weight	License/Tag
Approved Pets				

For additional information regarding our pet policy, please refer to the Resident Handbook and Community Policies.

Resident Account Number: 19369-1-11F-6

RESIDENTIAL LEASE – TERMS AND CONDITIONS (New York City – Rent Stabilized)

THE ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW **(“Los Derechos Y Responsabilidades de Inquilinos Y Caseros Están Disponible en Espanol”)**

These Terms and Conditions are attached to and incorporated by reference into the Residential Lease - Term Sheet signed by Resident (“you” or “your”) and Lessor (“us” or “we”) with respect to your rental of the Premises identified on the Term Sheet. The Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, make up the Lease. The party executing this Lease as the Lessor is Equity Residential Management, L.L.C., which is acting as the managing agent for the owner of the Building. Subject to applicable law, each person living in the Premises that is 18 years of age or older must sign the Lease as a resident. All others living in the Premises must be designated as occupants. Each person signing the Lease is jointly and severally liable for all of the various resident obligations under the Lease. That means that every individual resident, including all co-residents, is responsible for the entire rental amount and other obligations, even if, as roommates, you have made arrangements among yourselves to allocate the rent or other payments among yourselves.

1. Lease Term/Renewal Lease: The term of this Lease is set forth in the Lease Term section of the Term Sheet. Consistent with the requirements of the Rent Stabilization Code, prior to the end of the Lease Term shown on the Term Sheet, we will send a renewal lease to you, along with instructions for renewing the Lease Term for the Premises. The renewal lease will set forth the rental rate that will be applicable to the renewal term, as well as any other material modifications to this Lease.

2. Notice to Vacate/Early Termination:

a. If you plan to move out of the Premises at any time during your Lease term, you must provide us with a written notice of your intent to vacate at least 30 days prior to your move-out date. If you submit your notice to vacate and fail to move out on or before the notice date you provide to us, then, for each day you hold over, you will be charged holdover rent equal to two times your then-current per diem rental rate. If you fail to give the required notice and move out anyway, you will be charged insufficient notice rent for the number of days your notice is short. The insufficient notice rent shall be charged at the per diem rental rate that is in effect on your move-out date. If you move out without providing any notice at all, then, for the purposes of this paragraph, your move-out date will be considered to be your notice date. You acknowledge and understand that the purpose of this notice requirement is to provide us with adequate time to re-rent the Premises without interruption.

b. With certain exceptions that may be allowed by applicable law, you have no right to terminate your Lease prior to the end of your Lease term. If you terminate your tenancy early, you will be in default under the Lease, and you will be responsible for paying early termination rent at the per diem rental rate that is in effect on your move-out date until the earlier of (i) the end of your Lease term; or (ii) the date a new resident moves into the Premises. If your apartment is re-rented prior to the expiration of your lease term and the new resident's monthly apartment rent is less than your monthly apartment rent, then, for the remainder of your lease term, you will also be responsible for the difference between your monthly apartment rent and the new resident's monthly apartment rent, any other monetary inducements given to the new resident, and any broker fees that we incur to re-rent the Premises.

c. If you move out within the last 30 days of your Lease term, you will remain responsible for the balance of your rent through the expiration date of your Lease.

d. In all cases where you are charged early termination rent or insufficient notice rent, if a new resident moves into the Premises during the charge period, we will issue a credit to you for the number of days that the new resident was in possession of the Premises.

3. Move-Out Obligations: When you move out, you must remove all of your personal belongings and leave the Premises in substantially the same clean, undamaged, and ready-to-rent condition as existed when you took occupancy of the Premises, less ordinary wear and tear. You will be charged for replacement of any damaged or missing items, as well as all costs to clean or repair any portion of the Premises, carpeting, flooring, wall coverings, paint, counters, trim, window treatments, doors, windows, or appliances which are damaged, dirty, or unsanitary, and the removal of all trash and personal property from the Premises. Cleaning and repair of damage due to smoking of any kind or any damages or stains caused by pets, are not considered ordinary wear and tear. In order to avoid being charged for cleaning carpets in the Premises after you move out, you must have the carpets professionally cleaned, as documented by a receipt you provide to us. Having your carpets professionally cleaned, however, will not avoid liability for damage or permanent stains. You agree to return all keys, access cards and remotes to us to confirm you have vacated the Premises. If you fail to return these items, you agree that your move-out date will be the date we physically take possession of the premises. .

4. Rent: You agree to pay the amount shown in the Total Monthly Rent section of the Term Sheet and all additional rent (described below), in advance and without demand, on or before the first day of each calendar month. All fees and charges related to your residency, including, but not limited to, late charges, returned item fees, parking and storage charges and utility bills that are payable to us or to our utilities billing vendor, are additional rent. Total Monthly Rent does not include any ancillary services or separate amenities that Resident elects to join or use in exchange for paying a separate charge pursuant to a separate agreement. Total Monthly Rent and additional rent are, together, referred to in this Lease as rent, and all rent is subject to an enforcement action if not received in a timely manner. All rent must be paid in U.S. dollars and we reserve the right to require that payments be made in one lump sum, even if there are multiple residents listed on the Lease. We strongly encourage residents to use on-line or electronic payment methods. Unless prohibited by law, we may elect to centralize the collection sites for non-electronic payments and/or require that all payments be made electronically. If we do so, we will notify you in writing of the requirement, and, in the case of centralized collections, the address to which you should send your payments, as well as the effective date for such change. If we designate an off-site receivables location, you agree that all rent and other payments directed to that location must be received at the designated location on or before the due date. We do not accept cash, third party personal checks, or checks without a preprinted name and address of the account holder. If you pay by personal check, you are authorizing us to scan the check and convert it into a one-time electronic debit from the bank account against which the check was written. Unless prohibited by law, we reserve the right to refuse payments by personal check, automatic debit or other form of electronic payment if, for example, you have submitted previous checks or other payments to us that have failed to clear the bank. We are not required to re-deposit a dishonored check.

5. Late Charges and Returned Item Fees: You acknowledge that if we do not receive your rent or other lease related charges on time, we will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with accounting for and attempting to collect late payments; collection expenses; and other administrative and accounting costs. As a result, if we do not receive your rent when it is due, we will assess late fees as described in the Late Fees section of the Term Sheet. Similarly, if any payment to us (electronic or otherwise) is returned or otherwise rejected by your financial institution for any reason, we will assess a returned item fee as described in the Returned Item Fees section of the Term Sheet, as well as all applicable late fees. The fees described in this

paragraph are in addition to any other remedies we may have in the event of your default under the terms of this Lease. You agree that the late fee is a fair and reasonable estimate of actual expenses we may incur as a result of your failure to pay rent when due.

6. Application and Acceptance of Payments: Unless we are prohibited from doing so by law, we will apply the payments you make to us in the order of priority we determine, regardless of any notations that you make on checks, money orders or other forms of payment. We reserve the right to accept any amount less than the balance due at any given time and, if we do accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue you for the outstanding balance or possession of the Premises.

7. Security Deposit: Upon signing this Lease, you have agreed to give us deposits as set forth in the Total Deposits section of the Term Sheet. These Total Deposits are not prepaid rent, but, rather are a good faith deposit for your fulfillment of your Lease obligations, as well as a contingency against damages to the Premises. We will pay interest on the Total Deposits as required by New York law. You are not entitled to apply any part of your Total Deposits against rent or other Lease obligations during the time you are occupying the Premises. The Total Deposits are held in a separate account at the following bank:

Bank of America
Global Client Services
1185 Avenue of the Americas
New York, NY 10036
NY5-509-02-05

Consistent with the requirements of state law, after you move out, we will inspect the condition of the Premises, and charge, against your Total Deposits, for any damages beyond ordinary wear and tear, excessive cleaning or trash removal charges, as well as any outstanding balances you owe us. If any balance of the Total Deposits remains after applying all such charges, we will refund it to you. If the move-out charges and/or other unpaid amounts remaining on your resident account at the time you move out exceed the amount of the Total Deposits, you agree to pay us the difference. We reserve the right to charge pre-judgment interest on any balance owing after you move out. Such interest will begin to accrue when the balance, if any, shown on the Statement of Deposit Account we issue to you is not paid within 30 days following the date set forth on the Statement of Deposit Account. The interest charged on the outstanding balance will not exceed the rate of 18% per annum or the highest rate allowed by law, whichever is less, and will be reflected on the Statement of Deposit Account that will be issued to you after you move out. If you wish to do so, you may request us to inspect the Premises with you upon move-out. If no other arrangements are made, we will inspect the Premises within 48 hours after you move out. If there are multiple co-residents on this Lease, you agree that, at the time you provide notice to move out, you will (i) provide a forwarding address to us for receipt of the Statement of Deposit Account; and (ii) select one co-resident, who resides at the forwarding address, to receive the refund of any Total Deposits paid. You may also have the opportunity, upon providing an account number to us, to select to have your refund, if any, directly deposited into the bank account of the selected co-resident. If you fail to provide us with a forwarding address and co-resident designation, we will, within the timeframe required by state law, (i) make the refund check payable to all residents listed in the Lease, and (ii) mail the refund check to the address provided or, if no forwarding address is provided, we will mail the refund check to the Premises address for forwarding by the U.S. Postal Service.

8. One-time Fees: If you have paid other fees and charges as set forth in the Total Other Fees and Charges section of the Term Sheet, you acknowledge and understand that such other fees and charges are not refundable, are not considered to be a security deposit or part of the Total Deposits, and will not be applied as a credit toward any amounts owed by you at the time you move out.

9. Lease Concessions: If you received any Lease concession, you acknowledge that it is applicable for this lease term only. Additionally, you must fulfill all of your obligations under this Lease for the entire Lease term. If this Lease is terminated early, you must repay a prorata portion of the total Lease concessions you received based on the number of days remaining in your Lease term after you move out. Any concession that is designated on the Term Sheet as a one-time or upfront concession must be applied first toward your rent during the first full calendar month of the initial term and to consecutive months thereafter until the balance of the concession credit reaches zero. If the concession shown on the Term Sheet is designated as a recurring concession and the Lease is terminated early, the early termination rent that will be charged after you move-out will not include the deduction for the recurring concession.

10. Employees of Lessor: If you are an employee of Lessor or a co-resident living with an employee of Lessor, you acknowledge and agree that the rent concession identified on the Term Sheet may or may not be provided to the employee as a condition of employment. If the requirement to live in the Premises is not a condition of employment and the value of the rent discount exceeds 20% of the monthly rent, the amount that is in excess of 20% will be included in your taxable income and you will be required to pay all applicable taxes on that amount. During any time that you are on leave of absence from your employment, if you are responsible for taxes on your rent discount, you must remit the tax amount that is generally withheld from your paycheck to the Lessor during the month in which the concession is granted. If you fail to do so, after notice to you, Lessor reserves the right to eliminate that portion of the concession in excess of 20% of the monthly rent. You also agree to pay your rent and other charges electronically each month via one of the following: (i) the one-time payment option on the resident portal; or (ii) Automatic Debit Authorization; or (iii) other electronic payment process implemented by Lessor. If you do not have a checking account, you may pay by money order or cashier's check given directly to the Community's management office. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis and you are specifically prohibited from advertising and leasing the Premises through such sites as Airbnb, craigslist, Expedia, Hotels.com, or any other similar locator sites. If you breach the Lease for any reason, we may, in addition to our right to pursue remedies under the Lease for breach of Lease, terminate the employee concession and require you to pay the Total Monthly Rent set forth on the Term Sheet without the employee concession. If the employee's employment is terminated for any reason, your tenancy will terminate on the seventh day following the last day of employment. Unless we enter into a new Lease with you or consent in writing to allow you to remain in the Premises for a specified period of time, which is in our sole discretion, you agree to vacate the Premises by this date. We have no obligation to enter into a new lease with you or to allow you to remain in the Premises beyond this timeframe. If we mutually agree to continue your residency, you must sign a new lease at a rate that is compliant with then-current pricing guidelines for non-employees and you must also make all deposits customarily collected from other residents at the Community, prior to the expiration of your tenancy (seven days). If you continue to occupy the Premises beyond the seven day period or the agreed upon vacate date, whichever is applicable, without having signed a new lease and paying all deposits, you will be considered a "holdover" resident, as defined in this Lease and will be subject to the terms and conditions relating to such holding over. Unless you have signed a new lease, no holding over by you or payments of money by you to Lessor shall be construed to extend the Lease term or prevent us from recovering possession of the Premises. You understand and agree that the obligations identified in the Arbitration Policy and Agreement to submit certain types of employment-related disputes to binding arbitration, do not apply to any dispute related to your tenancy or this Lease. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that you are entering into possession and occupying the Employee Occupied Apartment strictly as an incident to your employment and, as a result, you are not acquiring any rights of tenancy in and to your Employee Occupied Apartment, including, without limitation, any rights under rent control or rent stabilization laws, if applicable.

11. Failure to Pay Deposits, Other Fees and Charges and First Month's Rent: If you fail to pay any deposits, other fees and charges and the first month's rent (or a prorated amount if the first month is a partial month) prior to moving in, you will be in default under the Lease and we can refuse to give you possession of the Premises until you pay such amounts.

12. Delay in Delivery of Possession: You are responsible for paying rent effective with the Commencement Date shown in the Lease Term section of the Term Sheet. If we are unable to give you possession of the Premises on the Commencement Date, we will abate the rent until we are able to do so. You agree that you will not seek reimbursement from us for any cost incurred by the delay of possession, including, but not limited to, storage or temporary lodging. Subject to applicable law, if we fail to deliver the Premises to you within 30 days from the date promised, either you or we may terminate the Lease by providing written notice to the other. Requirements for us to make repairs or clean the Premises that do not affect your ability to occupy them will not constitute a delay or entitle you to a rent abatement. If we are unable to deliver the Premises but offer you comparable accommodations at no additional cost, you will not be entitled to a rent abatement. The provisions of this paragraph are intended to constitute an "express provision to the contrary" within the meaning of Section 223-a of the New York State Real Property Law.

13. Rental Application and Resident Information Updates: You have provided certain information in your Application for Rental that we have relied on in connection with renting the Premises to you. You agree to promptly notify us if any of the information you provided changes. If any of the information you provided to us on your Application or in any subsequent updates is materially false, incomplete or misleading, or if you fail to notify us of any change or if you fail to update your information, you will be in default of your obligations under this Lease.

14. Disclosure of Information: To the extent permitted by applicable law, we may provide information about you, your co-residents, or any of your occupants to third parties such as law enforcement personnel, future landlords, mortgagees, attorneys, collection agencies, and consumer reporting agencies for law-enforcement, governmental, credit, rent payment history, or other business purposes. If we provide such information to third parties at your request, we reserve the right to charge an administrative fee for doing so. If you and your co-residents have a guarantor, we may, without notifying you, provide information to the guarantor.

15. Utilities and Utility Cost Adjustments During the Lease Term: You are responsible for paying for all of the utilities identified on the Term Sheet that are checked, and any utilities that we have not specifically agreed to pay. In some cases, the utility service will be provided to you by the utility company and you will pay the utility company directly. In other cases, your utility bill may be calculated based on a submeter reading, an allocation method, or a flat fee (as more fully described in the Utilities Addendum attached to this Lease), in which case you will receive a bill for such utilities from our billing vendor and you will either pay us directly or send your payments to our billing vendor. The Utilities section of the Term Sheet identifies which utility bills are to be billed by and paid directly to the utility company and which utility bills are to be billed by our billing vendor and either paid to us directly or, in some cases, sent to our billing vendor. Amounts due for utility services that are billed by our billing vendor are considered additional rent, irrespective of whether you pay us directly or whether our billing vendor collects such amounts on our behalf. In all cases, your failure to pay the utilities in full when due shall be considered a default under the Lease. You will not allow utilities that are in your name to be disconnected for non-payment or any other reason. If you do not connect the utilities as of your Lease start date or, if you disconnect the utilities early before moving out, and the utilities remain in our name during such timeframes, we will bill you for the utility charges incurred for the days you were in possession of or living in the Premises, along with an administrative fee of \$50.00 for each utility bill we process on your behalf. You acknowledge that if the utilities remain in our name, we will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with paying, accounting for and attempting to collect utility payments; collection expenses; and other administrative and accounting costs. Because many utilities have long billing cycles, we may not have the actual utility bill in hand at the time we process your move out charges. In that circumstance, we reserve the right to estimate the utility charges for you based on typical or average consumption. We make no representation or warranty with respect to the amount of any estimated or actual utility costs associated with the provision of utility services to the Premises or the Building. To the extent we make a request of you in connection with any analysis of overall utility consumption at the Building, you authorize us, as your agent, to request and receive copies of your utility billing records directly from the utility provider. You acknowledge that we cannot be held responsible for any outages, interruptions or fluctuations in utility service that are provided to the Premises, and that you have no right to claim constructive eviction or to receive any offset or reduction of rent or diminished rental value of the Premises as a result of any such outages, interruptions, or fluctuations.

16. Right to Enter: Subject to notice requirements imposed by applicable law, we and our employees and agents may enter the Premises during reasonable hours for any lawful purpose, including but not limited to inspections, maintenance, repairs and pest control procedures. We also reserve the right to enter the Premises at any time in the event of an emergency, to check for abandonment, or to abate a nuisance. If you submit a service request to us, such request for service will constitute your permission for us to enter the Premises to do the requested work. You authorize us, in the event of your death or incapacity, to grant access to the Premises and the contents therein to the individual named in the emergency contact section of your Application for Rental or otherwise named by you in connection with updating your resident information. Once we grant access to such person, he/she may remove all personal property from the Premises and dispose of it in accordance with applicable law. You hereby release and discharge us from any liability, claim, or damages arising out of or in connection with our granting such access to the person you named. Assuming you have submitted a notice to vacate to us, we may, during the last 30 days of your tenancy, upon providing reasonable advance notice to you, show the Premises to prospective new residents during normal business hours. If it is necessary for you to temporarily move out in order for us to exterminate or for other reasons, you agree to do so upon at least seven days' notice or on shorter notice as may be reasonable under the circumstances. If you are forced to temporarily move out for more than one day because of a duty, condition or event that is our responsibility under this Lease or by law and, if we do not make substitute accommodations available to you, we will abate your Total Monthly Rent for the period of time you are unable to occupy the Premises.

17. Right to Exclude: We reserve the right to exclude from the Building you and any of your occupants or guests who violate this Lease, any of the Building's policies, or the law. We also reserve the right to exclude anyone who disturbs other residents or our employees and agents, as well as anyone we reasonably believe represents a potential threat to other residents or to our employees and agents. We may also exclude from the Building any person who refuses to show photo identification to us or to identify himself or herself as a resident, occupant or guest. We may deny you or any person access to the Premises, including by changing the locks, if any court or legal order restrains or bars you or such person from the Premises.

18. Liens or Sales by Lessor: This Lease is subject and subordinate to all present or future ground or underlying leases, loans, mortgages, deeds to secure debt or deeds of trust affecting the Premises and the Building which we or any subsequent owner of the Building may enter into. You hereby appoint us as attorney-in-fact to execute and deliver any and all necessary documents to evidence such subordination of the Lease. Foreclosure of any mortgage or any sale of the Building will not constitute a constructive eviction and, in the event of any such action, you will continue to pay your rent and perform your obligations under this Lease. Upon any foreclosure or sale, we will be released from all obligations under this Lease that accrue after the date of the foreclosure or sale and you will look solely to the then-current owner for the performance of Lessor's duties.

19. Criminal Activity: You agree that neither you, nor any of your occupants or guests will (i) engage in any criminal activity of any kind, including, without limitation, drug related criminal activity, prostitution or criminal street gang activity, on or near the Building, (ii) engage in any act intended to facilitate such criminal activity, (iii) use or permit the Premises to be used for, or to facilitate, any criminal activity, or (iv) engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near the Building or otherwise. For purposes of this section, "drug related criminal activity" includes, but is not limited to, the use of or the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as defined in the Controlled Substances Act (21 U.S.C. 802), as amended from time to time. One or more violations of the provisions of this paragraph will be considered a breach of the Lease and good cause for the immediate termination of your tenancy and your eviction from the Premises.

Unless otherwise provided by law, proof of a violation of this paragraph shall not require criminal conviction, but may be based on our reasonable suspicion and a preponderance of the evidence. In addition, if you or any of your occupants have engaged in any criminal activity during the Lease term or otherwise, we may take action to terminate the Lease and pursue eviction-related remedies.

20. Use and Occupancy: The Premises are to be occupied only by the residents and occupants named on the Term Sheet and by the immediate family of the resident as defined in, and only in accordance with, Section 235-f of the New York Real Property Law. The Premises must be used solely for living purposes. Except to the extent expressly permitted by applicable law, conducting any kind of business in the Premises, or anywhere in the Building, is prohibited. However, a lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients or other business associates do not come to the Premises for business purposes. The number of people living in the Premises is subject to applicable local occupancy standards. All co-residents who are added as residents to the Lease are accepting the Premises in as-is condition and are agreeing to be jointly and severally liable for the condition of the Premises. You acknowledge that we may require that any additional co-residents be screened through our credit and criminal screening process. You understand, however, that some individuals, guests, occupants, etc., who stay at the Community may not have gone through this process. You are responsible for your conduct, as well as the conduct of your occupants and guests. You, your occupants and all guests will: (i) show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the Building by us, other residents and occupants and any of their guests, agents or invitees; (ii) not engage in abusive, threatening or harassing conduct, including, but not limited to racist conduct, toward us, our employees, agents or representatives, or other residents, occupants or guests at the Community; (iii) you will not unreasonably interfere with our management of the Building; (iv) exercise reasonable care in the use of the Premises and maintain the Premises in a clean, safe and undamaged condition, ordinary wear and tear excepted; (v) comply with all of the policies and procedures contained in the Resident Handbook and Community Policies we delivered to you via My.EquityApartments.com or otherwise; and (vi) comply with federal, state and local laws, regulations, statutes and ordinances which are applicable to the Premises and your tenancy. We reserve the right to be the sole judge of acceptable conduct and to determine the appropriate action necessary to deal with unacceptable conduct, including, but not limited to taking action to terminate your tenancy and to pursue eviction-related remedies.

21. Assignment or Subletting by Resident/Prohibition Against Short-Term Rentals:

a. You may not assign this Lease or sublet the Premises without our advance written consent, in each instance to a request you make to us in the manner required by Section 226-b of the New York State Real Property Law. We may refuse to consent to a lease assignment for any reason or no reason, but if we unreasonably refuse to consent to a request for a lease assignment properly made by you in writing, we will terminate this Lease effective as of thirty days after you make your request. The first and every other time that you wish to sublet the Premises, you must obtain our written consent unless we unreasonably withhold our consent following your request to sublet in the manner provided by Section 226-b of the New York State Real Property Law. If, after you sublease the Premises, you fail to pay the rent hereunder, we may collect rent from the subtenant or occupant without releasing you from the Lease. If we do receive funds from the subtenant or occupant, we will credit the amount collected against the rent you owe. However, any acceptance of rent from the subtenant or occupant will not be construed as changing their status, nor will it release you from the Lease. We may charge a reasonable fee to you if you request our consent to assign this Lease or sublet the Premises.

b. The Premises are not to be used or occupied as a hotel. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis (for a period of time less than 30 days), or for any short-term occupancy that may be governed by or prohibited by state or local laws, including, but not limited to, those applicable to transient housing, code violations or hotel taxes. You are specifically prohibited from advertising the Premises for rental by short-term or transient occupants on sites such as Airbnb, craigslist, Expedia, Hotels.com or any other similar locator sites. Should we become aware of any violation of these short-term stay provisions or incur any loss as a result of your violation of this provision, in addition to all other remedies we have under this Lease, you will indemnify us and assume full responsibility for any and all losses that we incur.

22. Repair and Maintenance: You confirm that you have inspected the Premises, found them in a clean, rentable, and undamaged condition (other than items listed in the Move-In/Move-Out Inspection Form that you completed or will complete), and that you accept the Premises in "as is" condition. You specifically acknowledge that no condition exists in the Premises that make the Premises materially dangerous or hazardous to your life, health or safety. If any part of the Premises is in need of maintenance or repair, you agree to notify us immediately. Damages and defects not itemized will be presumed to have first occurred during your occupancy of the Premises. You understand that you are responsible for keeping the Premises in a clean, sanitary and undamaged condition, ordinary wear and tear excepted. You are responsible for properly performing routine cleaning of all interior portions of the Premises. If you fail to keep the Premises clean (including, but not limited to eliminating dirt, filth, scum, grease, oil, mud, scuffs, holes, gouges, burns, stains, tears, cuts, rips, fleas, pests, foul scents or odors (including those relating to smoking), surface mold on caulking at the sinks, tub, shower and other locations, and other conditions which could have been avoided by careful use and routine cleaning), or if you, your occupants or any animals cause damage to the Premises in excess of ordinary wear and tear, you will be responsible for the costs to clean and/or repair such damage. Any such charges incurred during the Lease term will be considered additional rent. Furthermore, you and your occupants are responsible for maintaining the Premises in a clean and sanitary condition, free of garbage and rubbish and in a condition that does not cause or contribute to a pest or rodent infestation.

23. Fair Housing Accommodations/Modifications: We are firmly committed to the principles of Fair Housing. If you or any person residing in the Premises, as a result of a disability, requires accommodations to our rules, policies, practices or services, or a physical modification to the Premises and/or the common areas of the Building in order to provide you or your occupants with equal opportunity to use and enjoy the Premises, you will notify us. If you require physical modifications to the Premises, we may require you to enter into a modification agreement identifying the modifications to be made and any restoration obligations you may have.

24. Military Clause:

a. If you become an active duty member of the United States Armed Forces during the Lease term, then, pursuant to the provisions of the Servicemembers Civil Relief Act ("SCRA") and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official orders; (ii) provide at least 30 days' prior written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the Security Deposit paragraph above.

b. If you are an active duty member of the United States Armed Forces at the time you are signing this Lease, you affirm that the Lease end date does not extend beyond your anticipated discharge, retirement or release from the United States Armed Forces. Pursuant to the provisions of the SCRA and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official permanent change-of-station orders or your official orders to deploy for a period of not less than 90 days; (ii) provide at least 30 days' written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph above.

c. Notwithstanding the provisions of the Lease Concessions paragraph above, if you are exercising your right to terminate the Lease pursuant to the SCRA and this Military Clause paragraph, you will not be required to repay any portion of Lease concessions set forth on the Term Sheet. The release of any resident under this provision will not release any other resident or roommate unless the other resident is your spouse or dependent, as defined under the SCRA.

25. Resident Insurance. We strongly recommend that you secure a renters insurance policy covering your personal belongings, which also includes personal liability insurance covering your actions. Unless there is a prohibition imposed by affordability covenants or other restrictions applicable to the Premises, we require all residents to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 per occurrence. If the Term Sheet indicates that Renter's Liability Insurance is required, you must furnish proof of insurance to us on or before the commencement date of the Lease and, assuming you enter into renewal leases with us, you must continue to provide evidence of coverage for all subsequent renewal terms. You can obtain such insurance from Assurant, through Residential Insurance Agency, LLC at www.rentersdirect.com, or through the insurance agent of your choice. If you select an insurance company other than Assurant, you must name the Community as an Interested Party under your policy. Please note that Residential Insurance Agency, LLC, a licensed insurance agency, is an affiliate of Lessor.

26. Corporate Units: If the name in the Resident section of the Term Sheet is a company or business (and not an individual person), then the company assumes all responsibility for damage to the Premises and any loss incurred by us or any third party that is caused by any person living in the Premises. The company also agrees to indemnify us for all claims, damages, losses and expenses related in any way to the occupancy of the Premises. The company agrees to identify all persons living in the Premises and to provide written authorization to us to release keys, key cards, and/or access cards to such occupants. The company agrees to maintain, at its sole cost and expense, throughout the term of the Lease and any subsequent renewal terms, the following insurance: Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 0196 or another ISO Commercial General Liability "occurrence" form providing equivalent coverage, providing broad form comprehensive general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations with an authorized insurance company with a rating of A X in a minimum amount of One Million Dollars (\$1,000,000) per occurrence. The company must be named the insured and the company shall name the owner of the property, ERP Operating Limited Partnership, Equity Residential, Equity Residential Management, L.L.C., and their affiliates and agents (collectively, the "Lessor Entities") as additional insureds under the required policy. In the alternative, the company may purchase renters liability insurance for the Premises from an insurance company of company's choosing or through the program made available to residents at the Community through Residential Insurance Agency, LLC. If company elects to purchase such renters liability insurance through a company other than Residential Insurance Agency, LLC, the company must name the Community as an Interested Party under the policy. In any event, the company must, on or before the commencement date of the lease, deliver to us a certificate of insurance evidencing the coverage provided, and provide replacement certificates fifteen (15) days prior to the expiration of any required coverage. Except where prohibited by law, if the company fails to obtain and maintain the insurance as required by this paragraph, the company will be in violation of the Lease. In such event, we will send a written notice to the company demanding that it cure the violation by procuring the insurance and supplying evidence of coverage to us. If the company fails to supply evidence of such insurance to us on or before the date set forth in our notice, we may procure such insurance on the company's behalf and charge the company for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$40.00. The company agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for the company. The premium payment made by us on the company's behalf, and the administrative fee we charge to procure the insurance for the company, will be considered additional rent. If the company fails to pay for the liability insurance and/or the company allows the expiration or cancellation of any liability insurance policy during the company's tenancy, without substitute insurance being put in place, this will be considered a default under the Lease.

27. Default Remedies:

a. Subject to, but without limiting the rights and remedies available to us under applicable law or elsewhere in this Lease, if: (i) you fail to perform any of your obligations or agreements under this Lease or otherwise default under this Lease; or (ii) you or any occupant of the Premises behaves in an objectionable manner; or (iii) you do not take possession or move into the Premises within 15 days after the beginning of this Lease; or (iv) you and all permitted occupants of the Premises move out permanently before this Lease ends; or (v) you or any occupant of the Premises commits or permits a nuisance in the Building or maliciously, or by reason of gross negligence, substantially damages the Building; or (vi) you or any occupant of the Premises engages in a persistent and continuing course of conduct evidencing an unwarrantable, unreasonable or unlawful use of the Premises to the annoyance, inconvenience, discomfort or damage of others, the primary purpose of which is intended to harass us or other occupants or residents of the Building or an adjacent building by interfering substantially with their comfort or safety, then, other than with respect to a default in your agreement to pay rent or a default under subparagraph 27(a)(v) and 27(a)(vi) above, for which no such notice is required to be given, we may serve you with a written notice to stop or correct the specified default within ten days. You must then either stop or correct the default within ten days, or, if more than ten days are reasonably required to cure the default, you must commence the cure of such default within ten days and proceed with due diligence to correct the default as soon as possible. If you do not stop or begin to correct a default within ten days, we may issue you a second written notice (a "Termination Notice") that this Lease will end six days after the date the second written notice is sent to you. At the end of the six day period, this Lease will terminate and you must immediately vacate the Premises in accordance with this Lease. Notwithstanding the foregoing, with respect to a default under subparagraph 27(a)(v) and 27(a)(vi) above, we may send a Lease Termination Notice to you without any need to send you a ten day notice to cure.

b. If you do not pay the rent when due, after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made; or there shall occur a default under subparagraph 27(a)(v) and 27(a)(vi) above; or if this Lease terminates, then, without limiting any other rights and remedies available to us under applicable law or in equity, we may, but we have no obligation to, take action to recover possession of the Premises and/or, if not yet terminated, to terminate this Lease in accordance with applicable law. In addition, we may recover all damages, costs and expenses as provided by applicable law, including, but not limited to, all delinquent rent and utilities, late fees, NSF charges, and, until the Premises are vacated in accordance herewith, "use and occupancy" for the Premises, and all costs of taking possession of and re-renting the Premises including, but not limited to, reasonable attorney fees, court costs, and other fees and charges we incur in obtaining possession of the Premises, as well as reasonable attorney's fees, court costs and other fees and charges we incur in enforcing this Lease and collecting outstanding amounts hereunder, whether or not formal litigation is instituted. Whether the Premises are re-rented or not, the damages to be paid by you to us shall, without limitation, include: (i) 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 Premises for what would have been the remaining period of this Lease; and (ii) our expenses for advertisements, brokers' fees and the cost of putting the Premises in good condition for re-rental; and (iii) our expenses for attorney's fees; and (iv) a portion of the total lease concessions set forth in the Term Sheet in accordance with the "Lease Concessions" paragraph above. You shall pay all damages due in monthly installments on the day established in this Lease for payment of the Total Monthly Rent. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way our right to collect the damages for a later month by a similar action. If the rent collected by us from a subsequent resident of the Premises is more than the unpaid rent and damages owed to us by you, you will not be entitled to receive any of the difference. Our failure to re-rent to another resident will not release or change your liability for damages, unless the failure is due to our deliberate inaction. To the extent permitted by applicable law, you shall pay such damages to us

even if rent is accepted by us and even if a lawsuit is not actually filed, and we may report your payment history, outstanding balances, returned item fees, late fees, defaults and other payment-related activity to consumer reporting agencies who track such information.

28. Abandoned Property: You understand that if you leave personal property in the Premises after you move-out or if you put your property in areas of the Building that are not designated for your use, we can determine that such property has been abandoned and we can take steps to remove or dispose of the property consistent with applicable laws and at your expense. You agree that the value of any personal property you leave in the Premises after you move out has a value of \$0.00.

29. Notices: Except as otherwise provided by law, all notices that we provide to you will be considered delivered when we put them in the mail, personally deliver them to the premises, or send them via email. All notices from you will be considered delivered when you put them in the mail or personally deliver them to the management office during normal business hours. By providing us with your e-mail address and cell phone number, you agree that we may communicate with you from time to time via e-mail, telephone calls and/or text messages (message and data rates may apply). By entering into this Lease, you expressly authorize us to contact you in such manners. If you wish to opt out of receiving e-mail communications, please unsubscribe using the link at the bottom of the emails. If you wish to opt out of receiving text messages, please follow the instructions at the end of the text. If you wish to opt out of receiving calls to your cell phone, please make that election by notifying the management office. The person designated as the on-site manager for the Building is the person authorized to act on our behalf in connection with this Lease. More formal notices, including service of process, can also be made by serving our registered service agent. In addition to U.S. mail and personal delivery options, lease renewal offers may be delivered to you via e-mail, text message and/or via a link to our resident website, My.EquityApartments.com.

30. Liability: To the maximum extent permitted by law, you agree that you will look solely to the owner's interest in the Building for the recovery of any judgment against us and that the owner, the management company, and any of their related and affiliated entities (and any of their officers, directors, trustees, employees, partners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment. Except to the extent prohibited by law, we will not be liable for any damage, loss or injury to persons or property occurring in the Premises or in other areas of the Building. To the fullest extent permitted by law, you agree to hold us harmless and to indemnify us from any such liability or claim.

31. Fire and Casualty: If the Premises are damaged due to fire, explosion, casualty or any other health/safety issue which is not a result of your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any guest of such person), we may elect, in our sole discretion, to repair or re-build the Premises. Rent shall remain due and owing unless we, in our sole discretion, determine that the Premises or the building is uninhabitable. No penalty shall accrue against us for any reasonable delay in repairing the Premises by reason of adjustment of insurance proceeds, labor disputes, or any other cause beyond our reasonable control. If you are unable to live in the Premises while we conduct the repairs, your rent will be abated during the timeframe the repairs are being conducted. However, if we provide alternative accommodations at our expense during such repair, the rent will not be abated. Finally, if the damage to the Premises is caused by your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any agent or guest), the rent for the Premises will not be abated, you will be responsible for paying rent on the Premises and for any costs we incur to repair the damage, and we will not provide alternative accommodations to you. If we elect to not repair the Premises or if the Premises are substantially or totally destroyed, we may elect to terminate this Lease. The provisions of this paragraph are intended to constitute an "express agreement to the contrary" within the meaning of Section 227 of the New York State Real Property Law.

32. Waivers: Our failure to insist upon strict compliance with the terms of this Lease or any delay by us in enforcing your obligations under the Lease will not constitute a waiver of our right to act on other breaches or to make demands on you to perform. Your obligation to pay rent during the Lease term or during your continued occupancy of the Premises will continue notwithstanding our issuance of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in the termination of your right to live in the Premises. Unless otherwise restricted by applicable law, our acceptance of rent from you after it falls due or after knowledge of your breach of any obligations under this Lease is not a waiver of our rights under this Lease nor is it an election to not proceed under any provision of this Lease or the law.

33. Severability: If any provision of this Lease is determined to be illegal, invalid, or unenforceable under present or future laws which are in effect during the Lease term, then, we will substitute similar provisions or language that will make such clause or provision legal, valid, and enforceable. If substitute provisions are not available, then the illegal or unenforceable provision shall be removed from the Lease, but the remaining provisions in the Lease shall remain intact.

34. Waiver of Jury Trial: We and you waive trial by jury in any action, proceeding or counterclaim brought by either of us against the other on any matter whatsoever arising out of or in any way connected with this Lease, our relationship as landlord and tenant, or your use or occupancy of the Premises, including any claim or injury or damage, or any emergency or other statutory remedy with respect thereto. If we commence any summary proceeding against you, you agree that you will not interpose any counter claim of any nature or description in any such proceeding.

35. Laws Governing this Lease/Venue: This Lease shall be governed by the laws of the state in which the Building is located, and all legal action arising from this Lease shall be tried in the county where the Building is located.

36. Written Agreement: This Lease, which includes the Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, contains our entire agreement. We both acknowledge that there are no oral understandings between us, and neither of us have relied on any representations, express or implied, that are not contained in this Lease.

37. Joint and Several Liability: Each person executing this Lease is jointly and severally liable for each and every provision of this Lease.

38. General: You confirm that you are of legal age to enter into a binding Lease for lodging.

**SMOKE DETECTOR, CARBON MONOXIDE ALARM AND FIRE SAFETY
ACKNOWLEDGMENT ADDENDUM
(New York City only)**

This Smoke Detector, Carbon Monoxide Alarm and Fire Safety Acknowledgment Addendum ("Addendum") is dated effective as of the date on, and is made part of, the Lease or renewal lease by and between Lessor and Resident for the Apartment number 11F in the Building identified in the Lease (the "Premises").

Acknowledgment of receipt of fire safety plan. You acknowledge that you have received the attached fire safety plan for the Building.

Acknowledgment of installation of operating smoke detector and carbon monoxide alarm. You acknowledge that the Premises are equipped with an operable smoke detector(s) and carbon monoxide alarm(s).

Acknowledgment of smoke detector and carbon monoxide alarm maintenance responsibilities. You acknowledge that you are barred from disabling smoke detector(s) and carbon monoxide alarm(s) at any time and that you must test the smoke detector(s) and carbon monoxide alarm(s) on a monthly basis (or as recommended by manufacturer's instructions) and replace batteries as needed. You agree to promptly report any malfunctions of the smoke detector(s) and carbon monoxide alarm(s) to the management office.

Acknowledgment of additional carbon monoxide alarm information. Carbon monoxide alarms have a useful life, and we will replace them upon the expiration of their useful life. If your carbon monoxide alarm goes off, do the following: (1) operate the test/reset button; (2) call 911; and (3) move yourself and all occupants to an area with fresh air, either by an open window or outside, and wait for emergency personnel. Please also notify us if the alarm sounds, especially if it happens more than once in a 24 hour period. Common symptoms of carbon monoxide poisoning range from headaches, flu-like symptoms, to dizziness and drowsiness.

Acknowledgment of Sprinkler Maintenance. You acknowledge that the Building has an operative sprinkler system, which is maintained on a quarterly basis. The sprinkler system was last maintained and inspected on 05/13/2021.

No liability if noncompliant. You acknowledge that we, the owner of the building and/or the management company will not be liable for damages or injuries to persons or property caused by your disabling of the smoke detector(s) or carbon monoxide alarm(s), your failure to regularly test the smoke detector(s) and carbon monoxide alarm(s), failure to change batteries as needed, or failure to immediately report a malfunction of the smoke detector(s) or carbon monoxide alarm(s) to the management office.

Acknowledgement regarding procedure for suspected gas leaks. The law requires that we advise you that if you suspect a gas leak has occurred, you 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 you are a safe distance from the building, call 911 to immediately report the suspected gas leak; and (3) after calling 911, call your gas provider to report the suspected leak.

If your building is located in Manhattan, your gas provider is ConEd and you should dial 800-752-6664.

If your building is located in Brooklyn, your gas provider is National Grid and you should dial 718-643-4050.

WINDOW GUARD RIDER
(New York City Only)

This Window Guard Rider ("Rider") is dated effective as of the date on, and is made a part of, the Lease or renewal lease by and between Lessor and Resident for Apartment Number 11F in the Building identified in the Lease (the "Premises").

You are required by law to have window guards installed in all windows (except windows giving access to fire escapes or windows on the first floor that are required means of egress from the Premises) if a child 10 years of age or younger lives in the Premises.

We are required by law to install window guards in the Premises if (1) you ask us to put in window guards at any time (you do not need to give a reason), or (2) a child 10 years of age or younger lives in the Premises.

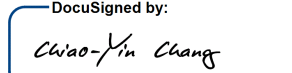
IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH THE INSTALLATION, REMOVE WINDOW GUARDS WHERE REQUIRED, OR TO FAIL TO COMPLETE AND RETURN THIS FORM TO US. IF THIS FORM IS NOT RETURNED PROMPTLY, WE WILL CONDUCT AN INSPECTION OF THE PREMISES TO DETERMINE IF WINDOW GUARDS ARE REQUIRED.

PLEASE CHECK ONE and SIGN:

_____ Children 10 years of age or younger live in the Premises.

 X No children 10 years of age or younger live in the Premises.

_____ I want window guards installed even though there are no children 10 years of age or younger living in the Premises.

DocuSigned by:

8A3E470B5CCD147B
Resident Signature

Chiao Yin Chang
Resident Name

11F
Apartment Number

5/27/2021
Date

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, New York 10013

PLEASE RETURN THIS FORM TO THE MANAGEMENT OFFICE AS SOON AS POSSIBLE

Temporary Partition Addendum
(New York City Only)

This Temporary Partition Addendum ("Addendum") is dated effective as of the date on, and is made a part of, the Lease or renewal lease by and between Lessor and Resident for Apartment Number 11F in the Building identified in the Lease (the "Premises").

You acknowledge that you are not permitted to install any permanent, pressurized or temporary walls in the Premises. You may, however, install temporary partitions, as long as they are compliant with local regulations and comply with certain requirements. Specifically:

- The partition must not be pressurized;
- The partition must not be affixed to the wall;
- The partition must not block exits or interfere with the sprinkler or ventilation systems;
- There must not be a door or a lock;
- There must be at least 12 inches of space between the top of partition and the ceiling;
- The new space created by the partition must be at least 80 square feet and contain at least one window; and
- There must remain a living room of at least 150 square feet in the Premises.

If you install a wall or partition that does not comply with the above, you will be in violation of your Lease. Additionally, you will be held responsible for all costs to remove the non-compliant wall or partition, as well as any fines or penalties we receive as a result of your noncompliance.

Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for the purposes of the Lease.



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 2019.

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 Lawrence Street Apartment 11F Apt.# 11F

1. Previous Legal Regulated Rent \$ 3462.94
2. Guideline increase based on ☒ (1 year) or ☐ (2 year) lease. Check one. (0.00 %) \$ 0.00
(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.)

Items

3-A. Bathroom Renovation (check all applicable items)

- Individual Items (check all applicable items)

- Total Costs for Parts and Labor **3-A.** _____

3-B. Kitchen Renovation (check all applicable items)

- Individual Items (check all applicable items)

- Total Costs for Parts and Labor **3-B.** _____

3-C. Other (check all applicable items)

- 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 IAs 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)

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)	\$ 3462.94	
4A. Preferential Rent* (if charged)	\$ 2797.00	\$ 2797.00
		(enter 4 or 4A)
5. Air Conditioner Surcharges:	\$ 0.00	
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher)	\$ 0.00	
7. Ancillary Services charged (e.g., garage)	\$ 0.00	
8. Other (specify _____)	\$ 0.00	
9. New Tenant’s Total Payment	\$ 2797.00	

*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 421a Tax Abatement Program) \$ _____
- ☐ (D) Other _____ \$ _____

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

Lease Rider for the housing accommodation:


111 Lawrence Street Apartment 11F
Brooklyn, NY, 11201

(Print Housing Accommodation’s Address and Apartment Number)


Lease Start Date: 06/01/2021 Lease End Date: 05/31/2022

Lease Dated: May 26 2021 1:18PM

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

DocuSigned by:

Chiao-Yin Chang

5/27/2021 Date _____ Date _____ Date _____

DocuSigned by:

Shiu Yu Liu

5/27/2021 Date _____ Date _____ 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.

Equity Residential Management, L.L.C., as agent for the owner

Print Name of Owner or Owner’s Agent



Signature and Date

May 26 2021 1:18PM

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.

No more than three IAI increases can be collected in a 15-year period and the total cost of the 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 inoperative, 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).

421-a Rider

(NYC Brooklyn Communities Only)


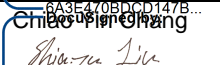
This 421-a Rider ("Rider") is dated effective as of the date on, and is made a part of, the Lease or renewal lease by and between Lessor and Resident for Apartment Number 11F in the Building identified in the Lease (the "Premises"). This Rider does not apply to you if the Premises is designated as affordable pursuant to a Regulatory Agreement.

You understand that the Premises is subject to the Rent Stabilization Code, as amended, solely by virtue of the Building's participation in the tax abatement program of Section 421-a of the Real Property Tax Law of the State of New York. Pursuant to Real Property Tax Law Section 421-a, the Premises shall remain subject to the Rent Stabilization Code, as amended, only during the 15 year period of the tax abatement (which expires on or about June 30, 2027). At the expiration of the Lease or renewal lease that is in effect on the date the tax abatement expires in 2027, the Premises will no longer be subject to the Rent Stabilization Code. When the tax abatement expires in 2027, we will no longer be legally obligated to offer you a renewal lease. You further understand and agree that if a renewal lease is offered to you at that time, the rent for the Premises will no longer be subject to the rent increases set by the Rent Guidelines Board, and may be increased at Lessor's discretion.

Pursuant to Section 421-a, and in accordance with the regulations of the New York City Administrative Code and Charter, and the Rent Stabilization Code, you acknowledge and agree that in addition to any rent increase permitted by the Rent Guidelines Board, we are permitted to charge you an additional amount each month, which is equal to 2.2% of the rent paid for the Premises as of July 1, 2022 (the "421-a surcharge"). Based on the current year of the tax abatement, the permitted 421-a surcharge amount is \$0.00. This surcharge will increase each year of the tax abatement period on a cumulative basis. We are permitted to charge the 421-a surcharge on 5/30, which is the anniversary date of the very first lease for the Premises ("Anniversary Date"), during each year of the tax abatement period. For this lease term, on the first of the month following the Anniversary Date, we will charge you \$0.00. If you have signed a two year lease and you are responsible for a surcharge during the first year, the surcharge will increase again on the next Anniversary Date.

The 421-a surcharge is not part of the legal rent or preferential rent for the Premises, is not subject to increases authorized by the Rent Guidelines Board, and the collection of only a portion of the allowable 421-a surcharge is not a collection of less than the legal rent for the Premises. Therefore, our decision to collect only a portion of the allowable 421-a surcharge is not a decision to charge a "preferential rent" for the premises. The uncollected amount of the allowable 421-a surcharge, or any portion thereof, and any and all cumulative amounts that become available for collection, are fully collectible by us at or after a future lease renewal commencement date of our choosing, and we hereby reserve our right to do so.

DocuSigned by:
Residents (ALL Residents must sign and date):

	<u>5/27/2021</u>	Date	_____	Date	_____
	<u>5/27/2021</u>	Date	_____	Date	_____
_____	_____	Date	_____	Date	_____

Lessor: **Equity Residential Management, L.L.C.,**
as agent for the Owner

By:  05/26/2021
It's: Authorized Representative

SMOKE-FREE LEASE ADDENDUM

This Smoke Free Lease Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

You acknowledge that the building in which the Premises is located, and the Community as a whole, are smoke-free living environments. You and all of your occupants and guests are prohibited from smoking anywhere in the interior or exterior of the Premises (including balconies and patios), within twenty-five feet of any building entrance, outdoor air intake and/or operable window, or anywhere else in the Community. This policy is intended to benefit all residents of the Community. You are responsible for any violation of this non-smoking policy by you, or any of your occupants or guests.

You understand that we will take reasonable steps to enforce the smoke-free terms of the Lease and to make the Community a smoke-free environment. However, because our ability to police, monitor or enforce the terms of this Addendum is dependent on the full cooperation of all residents, occupants and guests throughout the Community, we cannot guarantee that the Premises or the Community will be totally free from secondhand smoke.

If you or any of your occupants and guests violate the terms of this Addendum, such violation will be deemed a material default under the terms of the Lease, and we will be entitled to exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.

RENT PAYMENT ADDENDUM

This Rent Payment Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

Notwithstanding any provisions in the Lease to the contrary, this Community does not accept payments for rent and other charges in the management office. We make a number of alternative payment options available to our residents, and, currently, each resident at the Community is required to use one of these alternative methods, as follows:

Online Banking Electronic Payments

You may use your online banking bill pay service to pay your rent and other charges. You may schedule your payment to be sent from your bank account by following these steps:

- On your bank's bill pay website, select the option to set up a manual payee (process varies by bank).
- Enter the Community's remittance address, as follows:
Equity Residential
P.O. Box 1406
Augusta, GA 30903
- Enter your resident account number (you can find your resident account number on our resident website, My.EquityApartments.com, or by calling the management office). Using this number on all payments to us will help to ensure timely delivery. Your resident account with us will not be credited until the payment is received in our account.
- The first time you establish the Community as a payee, allow 5 business days for your payment to be delivered. Once the electronic connection has been established, you will be able to schedule your payment closer to the due date (usually 2 business days).
- All policies set forth by your bank's bill pay service will apply.

My.EquityApartments.com

You can submit and authorize your electronic payments via this resident website. With the **single payment** option, you can submit your payment each month and your resident account will be temporarily credited while the debit clears your bank account. You can also sign up for **recurring payments**, wherein we will debit your checking account for your open balance automatically, once each month.

Telephone Payments

You can pay your rent and other charges over the telephone with a credit card. Instructions for making a payment over the telephone are available at My.EquityApartments.com.

If you have questions about how to use any of these rent payment options, you should contact the management office.

TENANT'S RIGHTS TO REASONABLE ACCOMMODATIONS
FOR PERSONS WITH DISABILITIES
(NEW YORK ONLY)

This Tenant's Rights to Reasonable Accommodations for Persons with Disabilities Addendum ("Addendum") is dated effective as of the date on, and is made a part of, the Lease or renewal lease by and between Lessor and Resident for the Premises at the Community identified in the Lease (the "Premises").

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling or emailing the number or email address found on the Resident Portal. You will need to show your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider.

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

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

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

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

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

Required Accessibility Standards

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

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

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

How to File a Complaint

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

PET/ANIMAL ADDENDUM

This Pet/Animal Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

No animals are permitted at the premises at any time without our specific written permission and payment of all the applicable pet fees and deposits, including visiting animals.

We may, at our discretion, deny any animal if we believe it to be a threat to others. American Pit Bull Terrier, American Bully, American Staffordshire Terrier, Staffordshire Bull Terrier or any dogs that are cross breeds of or are related to such breeds are not permitted, unless prohibited by law. At our discretion, you may be required to have a licensed veterinarian verify your animal's weight and breed. We may also request a photograph of your animal for your resident file. Wild (not domesticated) animals and hybrids of wild animals, including wolf and coyote hybrids, are also prohibited, as are monkeys, snakes, ferrets, rabbits, pot belly pigs, and miniature horses.

You certify that, to the best of your knowledge, your animal is not dangerous or potentially dangerous and has not inflicted injury on or bitten a human or domestic animal, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, nor does your animal have a tendency or disposition to attack unprovoked, to cause injury or otherwise threaten the safety of humans or domestic animals.

Your animal must be on a leash and under your control at all times when walking through the lobby of the building and throughout all other common areas in the building and in the community, including hallways, elevators and parking areas. Never leave your animal on the balcony or patio unsupervised or while you are away. If, at any time, we believe your animal is annoying, bothersome, a nuisance, or a threat to any person or animal, we may require you to remove it from the community. Your animal must be current on their vaccinations and have all required licenses and tags. You are required to comply with any local Sanitation and Health Department ordinance that prohibits animals in the pool area.

You are responsible for all costs we incur to repair damage, remove odors or treat for pests such as fleas and ticks. Any damage caused by your animal, including personal injury, or property damage either in the Premises or anywhere in the Community, is your responsibility. You agree to indemnify and hold Lessor harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons, or damage to property of any kind, whatsoever, which arise out of, or are caused by your animal and any errors, omissions, or negligence in the supervision of your animal; including without limitation, injuries caused by the animal, bites and diseases caused or carried by the animal.

You are required to immediately pick up and properly dispose of all animal waste. Allowing an animal to relieve itself on a balcony or patio is strictly prohibited.

If the Community currently participates in a Dog Identification Program, or implements this program in the future, you agree to register your dog's DNA with the Community's leasing office prior to moving in, within ten days of acquiring a dog or within thirty days of the inception of a new program. And, you agree to pay any costs associated with registering your dog's DNA,

where applicable. A DNA sample will be obtained by swabbing the inside of the dog's cheek. The sample will then be submitted to a lab for analysis and the resulting DNA profile will be registered with the DNA Registry. All un-scooped waste found on the Community grounds will be analyzed for DNA and, once the dog is identified, the owner of the dog will be charged for all costs related to clean-up and testing. Estimated costs are around \$100 per incident, vary by location and are subject to change at any time.

If your Community currently utilizes the services of PetScreening.com (or other similar pet registration service), or your Community implements a pet registration service in the future, you agree to register your pet or pets with the pet registration service prior to moving in, within ten days of acquiring a pet, or within thirty days following the inception of the program. And, you agree to pay any costs associated with registering your pet with the pet registration service, where applicable. If you do not have a pet or pets, you must still visit the pet registration service and confirm that you have no pets.

You understand and acknowledge that you may be required to permanently remove your animal from the Premises if you do not comply with your responsibilities listed in this Agreement, including, but not limited to, failing to register your dog's DNA or failing to register your pet with the pet registration service. Any continued non-compliance with the requirements of this Agreement will be deemed a material default under the terms of the Lease and we will exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.

Indoor Allergen Hazards
(NYC Only)

We are required, under New York City Administrative Code, section 27-2017.1, et seq., to complete an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in the Premises and the common areas of the Community. We must also inspect if you inform us there is a condition in the Premises that is likely to cause an indoor allergen hazard, or you request an inspection or the Health Department has issued a violation requiring correction of an indoor allergen hazard for the Premises. If there is an indoor allergen hazard in the Premises, we are required to fix it, using the safe work practices that are provided in the law. We must also provide you with the attached pamphlet containing information about indoor allergen hazards.

We are also required to, prior to your occupancy, fix all visible mold and pest infestations in the Premises, as well as any underlying defects, like leaks, using the safe work practices provided in the law. We must also clean and vacuum any furniture or carpet in the Premises if provided.

We certify that we have complied with the requirements of 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 carpet or furniture provided in the Premises. We have performed the required work using the safe work practices provided in the law.

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

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

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

Tenants should:

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

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

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

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



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nyc.gov/health



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Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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

Landlords must:

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

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



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nyc.gov/health



“healthy neighborhoods”



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

PREFERENTIAL RENT RIDER

(New York City – Rent Stabilized New Leases Only)

This Preferential Rent Rider (“Rider”) is dated effective as of the date on, and is made part of, the Lease by and between Lessor and Resident for Apartment number 11F in the Building identified in the Lease (the “Premises” or the “Apartment”).

You understand that the current legal regulated rent for the Premises is documented on the Division of Housing and Community and Renewal’s New York City Lease Rider for Rent Stabilized Tenants. The parties agree, however, that during the term of Lease, the Resident may tender and the Lessor will accept, a reduced or preferential monthly rent of \$2797.00 for a one year term or \$N/A for a two year term (“Preferential Rent” or “Lower Rent”).

Step-Up Lease Rider

(New York City - Rent Stabilized New Leases Only)

This Rent Increase Rider ("Rider") is dated effective as of the date on, and is made part of the Lease by and between Lessor and Resident for Apartment number 11F in the Building identified in the Lease (the "Premises" or the "Apartment").

You understand that if you have entered into a two year lease term that commences on or after October 1, 2020, pursuant to Rent Guidelines Board Order 52, and notwithstanding what is provided on your signed Division of Housing and Community and Renewal's New York City Lease Rider, your legal rent will be increased by the allowable rent increase set by the Rent Guidelines Board in the thirteenth month of the lease term.

GUARANTY AGREEMENT

Lessor: Equity Residential Management, L.L.C., "as agent for owner" **Base dated:** 06/01/2021

Community: The Brooklyn

Dremises Address: 111 Lawrence Street Apartment 11F
Brooklyn, NY, 11201

Resident(s): Chiao Yin Chang
Shiu Yu Liu

Guarantor: Kuoyung Liang

THIS GUARANTY AGREEMENT is entered into by the undersigned Guarantor as an inducement to Lessor to enter into the lease for the premises described above. Guarantor unconditionally and irrevocably guarantees to Lessor the full and prompt payment of all obligations as and when the same become due and payable under the lease and any renewal lease for the premises. If at any time any resident defaults in the payment of any obligation, term, covenant or condition in the lease, including, without limitation, rent, late and returned item charges, utility charges, and assessments for physical damage to the leased premises and common areas of the apartment community caused by any resident, occupant, guest and/or invitee, then Guarantor, upon demand by Lessor, shall pay the same in the place of resident. In connection with this Guaranty, Guarantor agrees as follows:


1. Any act of Lessor waiving any of the terms or conditions of the Lease, or consenting to anything relating to the Lease, may be done without notice to Guarantor and without releasing the obligations of Guarantor hereunder, and the obligations of Guarantor shall not be released by Lessor's receipt, application or release of security given by any resident for resident's performance under the lease.

2. Guarantor recognizes and acknowledges that the obligation of all residents, if there are multiple residents on the lease, are joint and several, and that this Guaranty covers the collective obligations of all residents. This Guaranty shall remain in full force and effect as to any and all modifications, renewals and extensions of the lease, and during any period of time that any resident occupies the premises, whether as a holdover tenant or otherwise, to the same extent as if such modification, renewal or extension were in effect at the time this Guaranty is executed.

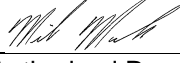
3. Guarantor acknowledges that he/she has no right to access the premises without the consent of the resident. Guarantor hereby waives notice of any and all defaults under the lease by any resident. Guarantor agrees that in the event of a default by any resident under the terms of the lease, Lessor may commence any action or proceeding against Guarantor or exercise any available remedy at law or in equity to enforce this Guaranty without first commencing any action or proceeding against the resident or otherwise exhausting any or all of its available remedies against the resident, it being expressly agreed by Guarantor that Guarantor's liability under this Guaranty shall be primary. Guarantor specifically agrees that the continuing validity and enforceability of this Guaranty and the obligations and liabilities of Guarantor hereunder shall not be terminated, affected or impaired by reason of the assertion or enforcement by Lessor against any resident of any of the rights or remedies reserved to Lessor pursuant to the provisions of the lease or under applicable law.

4. Unless otherwise prohibited by applicable law, in any action or proceeding to enforce this Guaranty, Guarantor waives trial by jury. Guarantor agrees to pay upon demand all costs and expenses (including, without limitation, court costs and attorneys' fees) paid or incurred by Lessor to enforce this Guaranty. This Guaranty may not be changed, modified, discharged or terminated unless agreed to in writing by Guarantor and Lessor.

GUARANTOR:

DocuSigned by:
By:  5/26/2021
Kuoyung Liang Date

LESSOR: Equity Residential Management, L.L.C.,
as agent for owner

By:  05/26/2021
Authorized Representative Date