

224-232 Atlantic Avenue Investor, LLC
c/o A&E Real Estate Management, LLC
40 West 57th Street, Suite 1720
New York, NY 10019

September 06, 2023

Marie Isabella Rogers
Kyle James
226 Atlantic Avenue Apt
3L
Brooklyn, NY 11201

Dear Marie Isabella Rogers:

Enclosed please find two (2) copies of your lease renewal, Window Guard, and Lead Based Paint riders. Please use the following checklist to assist us in processing your renewal:

- Sign both copies of the lease renewal.
- Sign the “Window Guards Required Lease Notice to Tenant” form.
- Sign the “Lease/Commencement of Occupancy Notice for Prevention of Lead Based Paint Hazards-Inquiry Regarding Child” form. **MUST BE RETURNED WITH LEASE RENEWAL**
- **The Additional Security Deposit can be paid in the following ways: online through ClickPay, a check or a money order.**

For checks and money orders, please write it payable to 224-232 Atlantic Avenue Investor, LLC, and write “Additional Security Deposit” in the notes.

This information must be received 30 days prior to the lease’s expiration date and is not to be mailed with your rent payment. Please direct all questions and or requests regarding your renewal lease to the Lease Renewal Department at Renewals@ae-re.com or 212-721-5500.

If you are not renewing this lease agreement, you will need to indicate so with your signature in the bottom left box of the lease and email to us the forwarding address for the return of the security deposit, if any, by emailing us at Moveouts@ae-re.com. We will provide instructions for vacating.

Thank you for your cooperation.

A&E Real Estate Management, LLC

Landlord: 224-232 Atlantic Avenue Investor, LLC

LEASE RENEWAL

Date: September 06, 2023

Tenant(s): Marie Isabella Rogers
Kyle James
Premise 226 Atlantic Avenue Apt 3L
Brooklyn, NY 11201

Re: Lease Commencing
August 01, 2023
Current Lease Expires:
July 31, 2023
Unit: **226-3L**
Account # : t0004644

Dear: Tenant(s):

The **Lease** referred to above expires shortly. If you wish to extend your **Lease for ONE year** the annual rent for the premises commencing on August 01, 2023 will be \$42,000.00 payable \$3,500.00 monthly in advance, for an extended term of ONE year commencing August 01, 2023 and terminating July 31, 2024.

In connection with the foregoing, If you wish to extend your **Lease for ONE year** additional security will be required in the amount of \$500.00 making the total security of \$4,000.00.

If prior to the commencement of the extended term you default on any of the terms, covenants and conditions of the **Lease** this agreement shall, at the option of the Landlord, be null and void.

All other terms, covenants and conditions of the **Lease** shall remain in full force and effect for the duration of the extended term.

If you wish to extend the term of the **Lease** please sign this agreement where the (X) and return **two copies** to the Landlord together with a **check** in the amount of the additional security within 30 days of the above date.

If you intend to vacate the premises please sign your name under the words "Tenant(s) will vacate the premises at the end of the present term" and return two copies to the Landlord.

Please initial the appropriate line below and sign to extend your Lease. Each tenant on the original Lease must sign

Tenant: X _____ Tenant(s):X _____

Date: _____ Date: _____



Tenant(s) will vacate the
premises at the end of
the present term.

Sign here if vacating

Landlord

By _____

Date _____

Landlord: 224-232 Atlantic Avenue Investor, LLC

LEASE RENEWAL

Date: September 06, 2023

Tenant(s): Marie Isabella Rogers
Kyle James
Premise 226 Atlantic Avenue Apt 3L
Brooklyn, NY 11201

Re: Lease Commencing
August 01, 2023
Current Lease Expires:
July 31, 2023
Unit: **226-3L**
Account # : t0004644

Dear: Tenant(s):

The **Lease** referred to above expires shortly. If you wish to extend your **Lease for ONE year** the annual rent for the premises commencing on August 01, 2023 will be \$42,000.00 payable \$3,500.00 monthly in advance, for an extended term of ONE year commencing August 01, 2023 and terminating July 31, 2024.

In connection with the foregoing, If you wish to extend your **Lease for ONE year** additional security will be required in the amount of \$500.00 making the total security of \$4,000.00.

If prior to the commencement of the extended term you default on any of the terms, covenants and conditions of the **Lease** this agreement shall, at the option of the Landlord, be null and void.

All other terms, covenants and conditions of the **Lease** shall remain in full force and effect for the duration of the extended term.

If you wish to extend the term of the **Lease** please sign this agreement where the (X) and return **two copies** to the Landlord together with a **check** in the amount of the additional security within 30 days of the above date.

If you intend to vacate the premises please sign your name under the words "Tenant(s) will vacate the premises at the end of the present term" and return two copies to the Landlord.

Please initial the appropriate line below and sign to extend your Lease. Each tenant on the original Lease must sign

Tenant: X _____ Tenant(s):X _____

Date: _____ Date: _____



Tenant(s) will vacate the
premises at the end of
the present term.

Sign here if vacating

Landlord

By _____

Date _____

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD BASED PAINT HAZARDS- INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **It is important that you return this form to the owner or managing agent of your building to protect the health of your child.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurface in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commencement occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: ☐ A child under six years of age resides in the unit.
☐ A child under six years of age does not reside in the unit.

(Occupant signature)

Print occupant's name, address and apartment number:

Marie Isabella Rogers
226 Atlantic Avenue Apt 3L
Brooklyn, NY 11201

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of 27-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead based paint hazards to the occupant.

(Owner signature)

Return this form to:

224-232 Atlantic Avenue Investor, LLC
c/o A&E Real Estate Management, LLC
40 West 57th Street, Suite 1720
New York, NY 10019

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/OCCUPANT COPY



THE CITY OF NEW YORK
 DEPARTMENT OF HEALTH
 AND MENTAL HYGIENE
 Michael R. Bloomberg Thomas R. Frieden, MD, MPH
Mayor *Commissioner*

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

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

Your landlord is required by law to install window guards in your apartment:
 if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

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

CHECK ONE

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

226 Atlantic Avenue Apt 3L

Tenant's Address: _____

Acknowledged, Understood and Agreed:

 (Marie Isabella Rogers)

 Date

 Date

 Date

 Date

RETURN THIS FORM TO:

Owner/Manager: 224-232 Atlantic Avenue Investor, LLC

Owner/Manager's Address: 40 West 57th Street, Suite 1720, New York, NY 10019

***For Further Information Call:
 Window Falls Prevention (212) 676-2162***



PROPERTY-WIDE NO-SMOKING POLICY

SMOKING IS PROHIBITED IN ALL INTERIOR AND OUTDOOR COMMON AREAS OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, HALLWAYS, LOBBIES, VESTIBULES, MAILROOMS, STAIRWELLS, STORAGE AREAS, GARAGES, BASEMENTS, LAUNDRY ROOMS, BIKE ROOMS, FITNESS/RECREATIONAL/COMMUNITY ROOMS, COURTYARDS, ROOFTOPS, TERRACES, BALCONIES AND PATIOS.

SMOKING IS PROHIBITED WITHIN A 25-FOOT PERIMETER OF THE PROPERTY.

SMOKING IS PROHIBITED WITHIN RESIDENTIAL UNITS INCLUDING PRIVATE BALCONIES, TERRACES, PATIOS AND PORCHES, EXCEPT THAT SOME RENT STABILIZED AND RENT CONTROLLED TENANTS MAY BE EXEMPT FROM A POLICY RESTRICTING SMOKING INSIDE THEIR UNIT DUE TO REGULATIONS REQUIRING THE OWNER TO HONOR THE PROVISIONS OF THEIR ORIGINAL LEASE. SUCH RESIDENTS ARE STRONGLY DISCOURAGED FROM SMOKING WITHIN THEIR UNITS, AND THEY MAY ONLY DO SO IF THE SMOKE DOES NOT CREATE A NUISANCE FOR OTHER RESIDENTS OF THE BUILDING.

“SMOKING” IS DEFINED AS INHALING, EXHALING, BURNING OR CARRYING ANY LIGHTED OR HEATED CIGAR, CIGARETTE, PIPE, HERBAL CIGARETTE, NON-TOBACCO SMOKING PRODUCT OR SUBSTANCE (E.G., MARIJUANA OR NON-TOBACCO SHISHA), OR ANY SIMILAR FORM OF LIGHTED OBJECT OR DEVICE DESIGNED FOR PEOPLE TO USE TO INHALE SMOKE, INCLUDING ELECTRONIC CIGARETTES OR ANY BATTERY-OPERATED DEVICE THAT HEATS A LIQUID GEL, HERB OR OTHER SUBSTANCE AND PRODUCES VAPOR FOR PEOPLE TO INHALE.

THIS PROPERTY-WIDE NO-SMOKING POLICY APPLIES TO ANY PERSON ON THE PROPERTY, INCLUDING ALL TENANTS, CO-OCCUPANTS, SUBTENANTS, GUESTS, AND VISITORS OF THE PROPERTY.

TENANTS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR CO-OCCUPANTS, SUBTENANTS, GUESTS AND VISITORS AND ANY VIOLATION OF THIS POLICY BY A TENANT OR THE FOREGOING PARTIES ASSOCIATED WITH A TENANT CONSTITUTES A BREACH OF THE LEASE AND SUCH TENANT MAY BE SUBJECT TO LEGAL ACTION AND MONETARY PENALTIES ISSUED AGAINST THE OWNER, THE MANAGER, AND/OR THE PROPERTY ITSELF.

AS STATED ABOVE, SOME RENT STABILIZED AND RENT CONTROLLED TENANTS MAY BE EXEMPT FROM A POLICY RESTRICTING SMOKING INSIDE THEIR UNIT. AS SUCH, THE OWNER AND MANAGEMENT CANNOT GUARANTEE A 100% SMOKE-FREE ENVIRONMENT.

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27-2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.

2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, 224-232 Atlantic Avenue Investor, LLC (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27-2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Signed:

Print Name: 224-232 Atlantic Avenue Investor, LLC

Date:

What Tenants 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



Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)



Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paperbags



Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes



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 fact sheet.

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

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 their tenants' 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 with plastic sheeting.
- Limit the spread of dust. Use methods such as sealing off openings (e.g., doorways, ventilation ducts) and gently misting the moldy area with soap or detergent and water before cleaning.
- Clean moldy area with soap or detergent and water. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- 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** use a New York State Department of Labor–licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



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**.

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

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

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

National Grid

Provider

7186434050

Number

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

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

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

National Grid

Proveedor

7186434050

Telefono

RIDER

STOVE KNOB COVERS

ANNUAL NOTICE FOR TENANTS IN MULTIPLE DWELLING UNITS WITH GAS-POWERED STOVES

The owner of the building located at **224-232 Atlantic Avenue Investor, LLC, 224 Atlantic Avenue, Brooklyn, NY 11201** is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

TENANT:

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by

- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ No, I DO NOT want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☐ No, I DO NOT want stove knob covers for my stove. There is no child under age six residing in my apartment.

Marie Isabella Rogers (Tenant)

Date : September 06, 2023

Print Name, Address, and Apartment Number:

Marie Isabella Rogers
226 Atlantic Avenue
Apt 3L
Brooklyn, NY 11201
:

Return this form to (Owner address):

40 West 57th Street, Suite 1720, New York, NY 10019