

Lease Agreement

made this 08/08/2022, between

Greene Lofts LLC
100A Broadway Avenue,
Hereinafter referred to as Landlord, and
Benjamin Breier

Hereinafter jointly, severally and collectively referred to as Tenant.

Witnesseth: Landlord hereby leases to Tenant and Tenant hereby hires from
Landlord the Apartment: **at:** 1722 Greene Ave 1-L Queens, New York 11385

For the term: Beginning	10/01/2022	Preferential Annual Rent:	\$30,975
at noon of: Ending at	09/30/2023	Preferential Monthly Rent:	\$2,581.25
noon of: Broker:		Security Deposit: Monthly	\$2,581.25
		Utilities:	

It is expressly understood that the said Apartment is also leased upon the following terms and conditions:

1. Not rent stabilized/controlled. This is not a rent stabilized or rent controlled Lease. Nothing herein shall be construed as either a rent stabilization or rent controlling provision or as subjecting this Apartment to rent stabilization or rent control.

2. Use. The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and in accordance with the building certificate of occupancy and for no other reason. Only a party signing this Lease may use the Apartment. The Apartment is subject to limits on the number of people who may legally occupy the Apartment of this size.

3. Failure to give possession. Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

4. Rent, added rent. The Preferential rent payment for each month must be paid by the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Preferential Rent must be paid in full without deduction. The first month's Preferential rent is to be paid when Tenant signs this lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent" or "additional rent." This added rent will be billed and is payable as rent together with the next monthly rent due, except for late payments as explained in paragraph 53 below.. If tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. If a check from tenant to Landlord bounces, Tenant shall be charged \$50 for processing costs as added rent and Tenant will owe additional rent per paragraph 53.

5. Notices. Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at

the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed; notice must be sent by certified mail return receipt requested. Each party must accept and claim the notice given by the other. Landlord may, at any time, change the place of or the name of the addressee receiving notice, by written notice given in accordance with the provisions of this paragraph. Every notice, bill, invoice or request, demand for the payment of monies, given by Landlord shall be conclusive and binding upon Tenant, unless, within 15 days after Landlord's giving of such notice, Tenant shall notify Landlord in writing that Tenant disputes the correctness of the notice; provided, however, that if the dispute relates to the payment of money, Tenant shall pay the same in accordance with such notice and such payment or acceptance shall be without prejudice to Tenant's position; provided, further that Tenant's written objection shall specify the particular respects in which the Tenant claims the notice is incorrect, and if applicable, the amount which Tenant believes to be due and the method of such calculation. Tenant must notify Landlord if Tenant joins the U.S. Military or becomes dependent of someone in it.

6. Security. Tenant agrees not to apply/use the security deposit as a means of paying rent. If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord used the security, Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security stated above. The security deposit will not be interest bearing. If Tenant fully performs all terms of this Lease; As to outlive the entire Lease term, pays rent on time and leaves the apartment in good condition, except for normal wear and tear, on the last day of the term, then Landlord will return the security being held within 30 days after the end of the lease (or move out



date if later). Normal wear and tear may include residual holes in the walls from hanging pictures or other decorative objects. If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event tenant will look only to the buyer or lessee for the return of the security and Landlord will be deemed released. Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will bear interest only if required by law. Landlord will give Tenant the interest when Landlord is required to return the security to Tenant. Any interest returned to tenant will be less the sum Landlord is allowed to keep. Landlord needs not to give Tenant interest on the security if Tenant is in default. The security shall be updated to reflect changes made in rent due to an increase.

7. Services. Landlord will supply: (a) water for bathroom and kitchen sink, (b) use of elevator, if any (c) utilities to common areas, and (d) 2 keys to the building and apartment or an access or card for each occupant. Landlord is not required to install air-conditioning. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent. Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry. Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 day's notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

8. Alteration. Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, partitions, railings, or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilation, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall be completed and paid for by Tenant. They shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations at the end of the Term. Tenant shall comply with the demand at Tenant's own cost. And this shall survive the expiration of this Lease. Any changes made without Landlord's written consent shall be removed by the Tenant on demand. No refunds or credits will be given for any improvement to the space. All improvements made by Tenant will be the property of Landlord after installation.

Landlord is not required to do or pay for any work unless stated in this Lease. If a lien is filed on the Apartment or Building for any reason relating to Tenant's fault, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may do so if Tenant fails within 20 days after Tenant has notice about the Lien. Landlord's costs shall be added rent.

9. Repairs. Appliances in Apartment prior to occupancy by Tenant are expected to operate normally as a reasonable person would expect, during the term of the Lease. If an appliance fails or is in need of repair, unless by negligent act of Tenant, Landlord will make repair at Landlord's expense. If Appliance fails by negligent act of Tenant, then Tenant will make repair at Tenant's expense. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added rent.

Landlord as an effort will do repairs even Landlord shall have absolutely no responsibility to make any repairs of whatever kind or nature with respect to the premises leased hereunder, with the exception of the main plumbing lines but not beyond plumbing entry to premises and to the main electric lines and riser up to but not beyond electric breaker panel in the premises. Tenant shall keep the premises leased, fixtures and appliances hereunder in good repair at all times at Tenants sole cost and expense.

10. Fire, accident, defects, damage. Tenant must give Landlord immediate notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Fire Department collectively with Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged part of the Apartment. Landlord is not required to repair or replace any fixtures, furnishings or decorations but only equipment that is originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control. If the apartment can not be used, Landlord has 30 days to decide whether to repair it. Landlord shall have a reasonable time to repair. In determining what a reasonable time is, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not fully within Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days after Tenant's written inquiry, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, all repairs will be made at Tenant's expense and Tenant must pay the full rent with no change. The cost of the repairs will be added rent. Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in

the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of Real Property Law 227.

11. Liability. Landlord is not liable for loss, expense, or damage to any person or property. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice. Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees. Tenant is responsible for Tenant's security.

12. Entry by Landlord. Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems or equipment and perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord may show the Apartment to possible buyers, lenders, or Tenants of the entire Building or land. At reasonable hours Landlord may show or ask tenants to show the Apartment to possible or new tenants during the last 4 months of the Term. Landlord will make a reasonable effort to announce entry or anticipated entry to Apartment with Tenant by calling Tenant or sending written notice. Landlord will not enter premises unannounced, if the entry is non-emergent.

13. Assignment and sublease. Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. If Tenant does, Landlord may cancel the Lease as stated in the Tenant's Default section. State law may permit Tenant to sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after an assignment or sublet is permitted, even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Apartment.

14. Subordination. This Lease and Tenant's rights are subject and subordinate to all present and future: (a) leases for the Building or the underlying land, (b) mortgages on the leases or the Building or land. (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. (e) This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect

such leases or the real property of which the Demised Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases or mortgages. This clause shall be self-operative and no further instrument or subordination shall be required by any ground or underlying lessee or by any mortgage affecting any lease or the real property of which the Demised Premises are a part. However, in confirmation of such subordination, Tenant shall promptly execute a certificate upon Landlord's request. (f) Tenant covenants and agrees, that if by reason of a default on the part of Landlord, as lessee under any ground or underlying lease, in the performance of any of the terms or provisions of such ground or underlying lease and leasehold estate of Landlord as lessee thereunder is terminated by summary proceeding or otherwise, or if such ground or underlying lease and such leasehold estate is terminated through foreclosure proceedings brought by the holder of any mortgage to which such ground or underlying lease is subject or subordinate, or in case of any foreclosure of any mortgage affecting the real property of which Demised Premises is a part, Tenant will attorn to the lessor under such proceedings, as the case may be and will recognize such lessor or such purchaser as Tenant's Landlord under this Lease. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Landlord, the lessor under any such ground or underlying lease, or such mortgagee or purchaser any instrument which may be necessary or appropriate evidence such attornment. Such attornment by Tenant shall contain, among other things, provisions to the effect that in no event shall such lessor, mortgagee or purchaser as Landlord, (i) be obligated to repair, replace or restore the Building or the Demised Premised in the event of damage or destruction, beyond such repair, replacement or restoration as can be reasonably accomplished from the net proceeds of insurance actually received by or made available to such Landlord, (ii) be responsible for any previous act or omission of the Landlord or the Tenant under such ground act or underlying lease of for the return of any security deposit unless actually received or conveyed by such Landlord, (iii) be subject to any liability or offset accruing to Tenant against Landlord, (iv) be bound by any previous modification or extension of this Lease unless previously consented to, or (v) be bound by any previous prepayment of more than one month's rent or other charge unless previously consented to.

15. Condemnation. If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or building. If any of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

16. Tenant's duty to obey laws and regulations. Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups which shall impose any violation, order or duty upon Landlord or Tenant with respect to Tenant's use of the Apartment, including but not limited to window-guards, lead paint inspections, etc. Tenant agrees to use the space in accordance to the use permitted under the certificate of occupancy (CO) and complies with all laws, rules, and regulations, and for no other use. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

17. Tenant's default. A. Landlord must give Tenant written notice (or oral notice as allowable by law) of default stating the type of default and which clause of this contract Tenant is in default. This Lease shall not be interpreted to restrict in any way the manner of notice or service of notice allowable under Real Property Actions and Proceeding Law 711 and 735. The following are defaults and must be cured by tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 3 days.
- (2) Failure to move into the Apartment within 15 days after the beginning date of the Term, 10 days.
- (3) Issuance of a court order under which the Apartment may be taken by another party, 10 days.
- (4) Improper conduct by Tenant annoying other tenants, 10 days
- (5) Failure to comply with any other term or Rule in the Lease, 10 days.

If Tenant fails to cure the default in the time stated, or violates Section 17B, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If (1) Tenant's application for the Apartment contains any material misstatement of fact, (2) Tenant maintains a nuisance, or (3) Tenant vacates the Apartment, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 17A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Lease is cancelled, or Landlord takes back the Apartment, the following takes place:

- (1) Rent and added rent for the unexpired Term is due and payable.
- (2) Landlord may relet the Apartment and anything in it. The reletting may be for any term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord

reasonably feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square feet. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. If Landlord relets the Apartment the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment.

18. Jury trial and counterclaims. Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Apartment. This does not include actions for personal injury or property damage. Tenant gives up any right to bring a counterclaim or set-off in any action or proceeding by Landlord against tenant on any matter directly or indirectly related to this Lease or Apartment.

19. No waiver, illegality. Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force. The landlord's failure to enforce any agreement in this lease shall not prevent the landlord from enforcing the agreement for any violations occurring at a later time.

20. Insolvency. If (1) tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end on the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

21. Rules. Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other Tenants must not be interfered with. Any annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas.

(3) Tenant may not operate elevators. Smoking is not permitted in elevators or in the building.. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.

(4) Tenant must give to Landlord keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out.

(5) Apartment floors must be covered by carpets or rugs. No waterbeds allowed in Apartment.

(6) Dogs, cats or other animals or pets are not allowed in the Apartment or Building.

(7) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(8) Keep common areas clean (laundry room, washer, dryer, hallways, etc.) Do not store anything in common space.

(9) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on errands.

(10) Wrongly parked cars may be removed without notice at Tenant's cost.

(11) Tenant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.

(12) Tenant shall conserve energy.

(13) No parties or whichever type of gathering may be arranged without the consent of the Landlord. In the event that any damage shall occur during a gathering as such Tenant will be responsible for it. Uses of hazardous or toxic chemicals in the building are not allowed.

22. Landlord unable to perform. If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control, Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreement,(b) supply any service required to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances Landlord is required to supply, this Lease shall not be ended or Tenant's obligations affected.

23. End of term. At the end of the Term, Tenant must: leave the Apartment broom clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term, except for normal wear and tear. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the Term shall end on the next business day.

24. Space "as is". Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is. The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the

Rental Space "as is". The Landlord has made no representations or promises in respect to the said building or to the demised premises except those contained herein. Tenant is relying solely upon its own opinion after inspecting demised premises. The Landlord shall not be liable for any discrepancies between the actual square footage of space and any other measurements mentioned in whichever adds or other document.

25. Intentionally deleted.

26. Landlord's consent. If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

27. Legal Fees. The Landlord in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the Tenant, if fault lies with Tenant.

28. Limit of recovery. Tenant is limited to Landlord's unencumbered interest in the Building for payment of a judgment or other court remedy against Landlord, unless Landlord is negligent or retaliatory. Unencumbered means the interest in the building as if the building was debt-free.

29. Lease binding on. This Lease is binding on Landlord, Tenant and their heirs, distributees, executors, administrators, successors and assigns. All tenants and occupants are individually and jointly liable to all terms of Lease.

30. Landlord. Landlord means the owner (Building or Apartment), lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building or Apartment is transferred. Any acts Landlord may do may be done by Landlord's agents or employees.

31. Paragraph headings. Paragraph headings are for convenience only.

32. Rent regulations. This section applies only if the Apartment is subject to the N.Y.C. Rent Stabilization Law and Code or the Emergency Tenant Protection Act.

(1) Landlord may have proper cause to apply to the Division of Housing and Community Renewal (DHCR) for assistance. If Landlord does apply and is found to be entitled to and increase in rent or other aid, the Landlord and Tenant agree:

(a) To be bound by the determination of the DHCR,

(b) Tenant will pay any rent increase in the manner set by the DHCR,

(c) Despite anything contained in Paragraphs a and b, it is agreed in the event that an order is issued increasing the stabilization rent because of Landlord hardship, the Tenant may, within 30 days of receipt of a copy of the DHCR order, cancel this Lease on 60 days written notice to the Landlord. During the period prior to

vacating, the canceling Tenant may continue in occupancy at no increase in rent.

(2) The rent provided for in this Lease may be increased or decreased retroactively to the commencement of the Lease to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the N.Y.C. Rent Guidelines board or appropriate county rent guidelines board.

(3) This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be affected by this section.

33. Representations, changes in Lease. Tenant has read this Lease and acknowledges receipt of the Lease, the lead paint rider booklet - Protect Your Family From Lead in Your Home, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Window Guard Notice & the Rent Stabilization Lease Rider, if applicable, For Apartment House Tenants Residing in New York City. All promises made by the Landlord are in this Lease. There are no other. This Lease may be changed only by an agreement in writing signed by and delivered to each party. Tenant is neither in the U.S. Military nor dependent on someone who is.

34. Utilities and other charges. It is understood that rent does not include any utilities (i.e. heat, electricity etc.) for the Apartment. Tenant is responsible to arrange and pay for heat for his/her unit.

35. Rent and Additional Rent. It is understood that the annual rent for the space is \$72,000.00; however due to the economic condition, rent will for the term of this lease be discounted to a preferential rent of the amount stated on page one of this lease, provided that the Tenant is not in default of any covenants of this Lease, and pays preferential rent on a timely basis, which should be paid in advance on the first day of each and every calendar month during said term, except the first installment which shall be paid upon the execution hereof.

Tenant acknowledges that this agreement of preferential rent shall in no way affect the monthly legal regulated rent for the subject space. The preferential rent applies to the current lease term only. At the option of the landlord, future renewal and vacancy leases for this space may be based upon either such preferential rent or an amount not more than the previously established legal regulated rent, as adjusted by the applicable guidelines and other increases authorized by law. The preferential rent is personal to the tenant named in the lease only and will not benefit the tenant's successors or assigns. Tenant shall pay the preferential rent to the Landlord at the Landlord's address. If the Tenant fails to comply with any agreement in this lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply, including legal and attorney's fees and penalties, to the Tenant as "additional rent". The additional rent shall be due and payable as Rent with the next monthly Preferential Rent payment. Non-payment of additional rent shall give the Landlord the same rights against the Tenant as if the Tenant failed to pay the preferential rent.

Tenant will make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated

in the lease shall be deemed to be nothing more than partial payment. Under no circumstances shall Landlord's acceptance of partial payment constitute accord and satisfaction. Nor will Landlord's acceptance of partial payment forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or any other statement on the check or receipt. Money paid by Tenant to Landlord can be applied to Tenant's account in the following order: first to outstanding late fees and returned check fees; second to outstanding legal fees and/or court costs legally chargeable to Tenant; third to current month rent; fourth to arrears.

It is agreed that if Landlord will file for a J51 Tax Abatement, and if that will result in the premises to be subject to rent stabilization, it is expressly understood that premises will be subject to rent stabilization only for the duration of the tax abatement and the unit shall be destabilized after the expiration of the tax abatement.

All cost and expenses, which Tenants assumes or agrees to pay pursuant to this lease, shall be treated as additional rents and in the event of non-payment, Landlord shall have the right and remedies herein provided for in a case of non-payment of rent. If tenant fails to pay rent on time landlord is authorized to present automated clearing house debits. This clearing house authorization cannot be revoked until all tenant obligations under this lease agreement is satisfied.

Notwithstanding anything to the contrary contained in this lease, Tenant agrees that if Tenant shall make default in fulfilling any of the covenants of this lease, including the payment of rent or "additional rent" or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided. Proof of mailing shall be considered as proof of proper notice.

36. Mold Addendum. Tenant acknowledges that it is necessary for Tenant to maintain appropriate climate control, keep rental space clean, and take necessary measures to retard and prevent mold from accumulating in the rental space. Tenant agrees to clean and dust the rental space on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any heating, ventilation or air-conditioning ducts. Tenant also agrees to report immediately in writing to Landlord: (i) any evidence of a water leak or excessive moisture in the unit, common hallways, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the rental space and Tenant's personal property as well as any injury to Tenant and all occupants of the rental space resulting from

Tenant's failure to comply with the terms of this Mold Addendum.

If Tenant or any occupant violates any rule or provision of this Mold Addendum (based upon Landlord's judgment) it shall be considered a material default under the terms of the Lease Contract. Upon written notice from Landlord, Tenant must immediately comply with all rules and provisions of this Mold Addendum. Landlord also has all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorneys' fees to the extent allowed by law.

Tenant and all tenants under the Lease contract are fully responsible and liable for the entire amount of all cleaning expenses incurred to remove mold from the rental space as well as all damages to the rental space caused by mold. Tenant will arrange for these services. If a part or parts of the rental space cannot be satisfactorily cleaned or repaired, Tenant must pay for Landlord to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

37. Access. At all times throughout the Term of this Agreement, Tenant hereby acknowledges that at the option of Landlord access to the premises and/or the main entrance, common areas, etc., may be through the use of a key card systems. Tenant shall not temper with locks, Tenant shall not install any other locks on the entrance doors to the premises. Landlord will provide to Tenant one (1) card per occupant for the system. Tenant has been further advised that the cards are designed to expire every forty (45) days during the term of this agreement and shall not be renewed unless and until Tenant pays all amounts then due and owing to Landlord. Tenant hereby acknowledges that Landlord has the right to deny access to the premises to Tenant if Tenant fails to pay to Landlord all amounts due and owing to Landlord prior to the expiration of the key card. Tenant hereby agrees that if it is determined that Landlord did not renew the key card and that Landlord should have renewed the key card, the only effect of such finding shall be that Landlord shall be required to renew the key card; but Landlord shall not be liable to Tenant in any respect for money damages by reason of the expiration of the key card.

38. Military Status. Tenant represent that at the date of the signing of this lease that Tenant is not in any branch of the military service of the United States or the New York State and that Tenant are not financially dependent on anybody who is in any branch of the military service. If for some reason Tenant does join any branch of the military service of the United States or New York State, Tenant must notify Landlord in writing of Tenant military status. The notice must state the branch of the military service, the date Tenant active military begins, and the where Tenant will be located or stationed. Tenant understands that the Landlord may use this statement by Tenant regarding Tenant military status to seek Tenant removal from the apartment in the event that Tenant's default in any of Tenant obligations pursuant to this lease. Tenant must send this notice by certified mail, return receipt requested.

39. Construction or demolition. Construction or demolition may be performed in or near the Building. Even

if it interferes with Tenant's ventilation, view or enjoyment of the Apartment it shall not effect Tenant's obligations in this Lease.

40. Tearing down the building. If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving 6 months notice to Tenant. If Landlord gives Tenant such notice and such notice was given to every residential Tenant in the Building, then the Lease will end and Tenant must leave the Apartment at the end of the 6 month period in the notice. Liability for remaining months rent will also cease at the end of the 6 month period in the notice.

41. Liability for property left with landlord's employees. Landlord's employees are not permitted to drive Tenant's cars or care for Tenant's cars or personal property. Tenant must not leave a car or other personal property with any of Landlord's employees. Landlord is not responsible for (a) loss, theft or damage to the property, and (b) injury caused by the property or its use.

42. Playground, pool, parking, gym and recreation areas. If there is a playground, pool, parking or recreation area, Landlord may give Tenant permission to use it. Use of these areas are for the exclusive use of Tenant on Lease that received permission, and Tenant is not permitted to have others use these areas without written consent from Landlord. Tenant will use the area at Tenant's own risk and must pay all fees Landlord charges. Tenant's permission may be canceled at any time by Landlord.

43. Terrace and balconies. The Apartment may have a terrace or balcony. The Terms of this Lease apply to the terrace or balcony as if part of the Apartment. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules. Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants or install a fence or any addition on the terrace or balcony. Tenant is responsible to make all repairs to the terrace or balcony at its sole expense regardless of the cause and whether or not existing prior to Tenant's occupancy. Tenant shall maintain the terrace and balcony in good repair.

44. Tenant's certificate. Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) this Lease is in full force and unchanged (or if changes, how it was changed); and (2) Landlord has fully performed all of the Terms of this Lease and Tenant has not claims against Landlord; and (3) Tenant is fully performing all the Terms of the Lease and will continue to do so; (4) rent and added rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.

45. Correcting tenant's defaults. If Tenant falls to timely correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added rent.

46. Broker. If the name of a broker appears at the top of the first page of this Lease, Tenant states that this is the only broker that showed the Apartment to the Tenant. It is the Tenant's responsibility to make sure that all the information included in or added to this Lease is accurate including, but not limited to, the name(s) of the broker(s) above, if any. If a broker's name does not appear, Tenant states and warrants that it has had no dealings with any broker or agent in connection with this Lease; and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs (including reasonable attorney's fees), expense or liability for any other broker or other agent with respect to this Lease or the negotiation thereof. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

47. Appliances. The Tenant shall maintain and keep in good working order all appliances (to include: washer, dryer, stove, refrigerator, dishwasher) and shall return them in good working order, except for normal wear and tear at the termination of this Lease. In the event any of said appliances require repair or replacement by the neglect of the Tenant, it is solely the responsibility of the Tenant. The Tenant shall have 10 days from the date of commencement of the Term of this Lease to inspect all said appliances. In the event that the Tenant shall find any appliance in need of repair he shall notify the Landlord in writing by certified mail, return receipt requested. The Tenant takes the Apartment in "as is" condition.

48. Recycling. Tenant must comply with all recycling laws, rules and regulations now in effect or which become effective during the Term of this Lease whether they be governed by federal, state, municipal, administrative agency, or Building/Cooperative authority. Tenant further agrees to indemnify the Landlord for any violation of the aforementioned provision by the Tenants, their family members, guests, invitees or licensees.

49. Non-renewal of lease. Tenant agrees to give at least 45 days written notice of Tenant's intention not to renew said Lease.

50. Paint. Tenant shall be restricted to the following paint colors: White; Off-white; Ivory; Eggshell. The Tenant shall not wallpaper any walls. Tenant shall not use wall fasteners that will damage the wall or paint, so that it can not be repaired by simple spackling and touch-up painting. If the walls need to be repainted due to excessive dirt, nail holes or other damage, management will hire a professional to repaint & tenants will be responsible to reimburse.

51. Access/locks. Tenant shall not change locks without Landlord's express written consent. The Tenant shall not deny the Landlord reasonable access to inspect and repair. Window gates may not be installed without express written permission from the Landlord, and in no case shall they be: (a) installed by other than a professional locksmith with liability insurance, and (b) in violation of any law, including but not limited to those prohibiting the use of gates other than those with quick release locks/fasteners.

52. Indemnity, insurance and waiver of subrogation.

A. Tenant shall indemnify and save harmless Landlord against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney's fees, by or behalf of any person, party or governmental authority whatsoever arising out of: (a) any failure by Tenant to perform any of the agreements, Terms, covenants, or conditions of this Lease, on Tenant's part to be performed, (b) any accident, injury or damage which shall happen in or about the Apartment or arising from the Tenant's use of occupancy or any obligation on the Tenant under the Terms of this Lease or caused by any employee, agent, licensee or invitee of the Tenant, (c) failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority, (d) any mechanic's lien, conditional bill of sale or chattel mortgage filed against the Apartment or any equipment therein or any materials used in the construction or alteration of any Building or improvement thereon relating to any obligation of the Tenant under the Terms of this Lease.

B. The provisions of this Lease permitting the Landlord to enter and inspect the Apartment are made for the purpose of enabling the Landlord to be informed as to whether the Tenant is complying with the agreements, Terms, covenants and conditions hereof, and to do such acts as the Tenant shall fail to do, and shall not be construed so as to diminish, or to affect the Tenant's obligation to indemnify and save harmless the Landlord as hereinabove provided.

C. Tenant shall obtain, pay for, and keep in effect for the benefit of the Landlord and the Tenant public liability insurance on the Apartment. Tenant will hold Landlord harmless for any liability or damage that arises out of the Apartment. Landlord will not be liable for injury or damage to any person or property for any cause beyond his or her insured coverage.

D. Before the move in date by this agreement and annually thereafter Tenant shall furnish Landlord with a certificate showing that Tenant has liability insurance of at least \$500,000.00 and name the landlord and its affiliates as additional insured. Tenant shall arrange to have any policies of insurance covering Tenant's property and personal at the premises provided that the insurance company waives the right of subrogation or recovery against Landlord and Tenant hereby waives the right of recovery against Landlord and for any property damage or personal injuries.

E. Landlord shall in no event whatsoever be liable for any injury or damage to any property or to any person, nor for any injury or damage to the demised premises, nor to any property of the tenant or of any other person, nor for any injury, damage or loss that may be occasioned by the act of any other tenant or occupants of the building unless such damage or injury results from the gross and willful act of the Landlord.

F. Landlord assumes no responsibility whatsoever, towards Tenant's contents for any damage sustained by water, theft, fire or vandalism.

53. Late payment charge. If Tenant fails to make any payment (or portion thereof) due hereunder by the first day of the month for which preferential rent is due including

grace days as provided in paragraph 17, Tenant shall pay to Landlord a Processing Fee, as additional rent hereunder, 5% of the net amount overdue in addition to the overdue rent effective on the 1st day after the grace period, and for each complete 7 days such amount remains due. If full payment of overdue preferential rent and late payment fees is made prior to a 7th day, then the previous 7 day period will apply. There is no proration if full payment is made prior to the 7th day. Such Processing Fee shall be based on the net balance due, including prior unpaid accumulated late charges. In the event of the Tenant's failure to make any payment due hereunder, the imposition of such late charge shall not constitute a waiver of any other remedy that the Landlord may have under this Lease.

54. Utilities, services, pest and moisture control.

A. Landlord shall not be required to furnish any services, utilities and facilities or to make any repairs or alterations in or to the Apartment. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair and replacement, maintenance and management of the Apartment, excepting normal wear and tear.

B. Tenant shall pay all charges for gas, electricity, telephone, cable television, and any other utility connection and services furnished to the Apartment and the improvements therein. Landlord shall in no event be liable or responsible for any interruption in any such utility services, unless it pertains to the common areas of the building. Tenant agrees to indemnify and hold Landlord harmless in connection with any claim relating to or the payment of any such charges, unless it pertains to the common areas of the building.

C. Tenant agrees, at Tenant's sole cost and expense to maintain the Apartment pest free, by whatever means necessary.

D. Tenant shall clean and dust the Apartment regularly, and shall keep the Apartment, particularly kitchen and bath, clean. Tenant shall remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Apartment at reasonable levels. Tenant shall promptly notify Landlord in writing of the presence of any (i) water leak, excessive moisture, or standing water in the Apartment or Building; (ii) mold growth in or on the Apartment that persists after tenant has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach; (iii) mold growth in or on the Building; and (iv) malfunction in any part of the heating or ventilation systems. Tenant shall be liable to Landlord for damages sustained to the Apartment or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this paragraph, a violation of which shall also be deemed a material violation of the Lease.

55. Limit of recovery against Landlord. Tenant shall look only to Landlord's unencumbered interest in the building. its Lease for this Apartment (or the proceeds thereof) for the satisfaction of Tenant's remedied for the collection of

any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord under this Lease, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease or Tenant's use and occupancy of the Apartment unless such damage or injury results from the gross and willful act of the Landlord.

56. Holding over. In addition to and superseding any provisions above relating to the Tenant's holding over beyond the Terms of his/her tenancy, the following provisions shall apply:

A. Tenant shall pay Landlord for each month, or part thereof, that Tenant retains possession of the Apartment, or part thereof, after termination hereof, 150% of the amount of the monthly rental for the last period prior month to the date of such termination plus all items of additional rental for the last period prior to the date of such termination plus all items of additional rental prorated on a monthly basis, and also pay all damages sustained by Landlord by reason of such retention to include lost rent from a new Tenant per a bona-fide Lease signed and effective within sixty (60) days of this Lease Termination, and shall indemnify and hold Landlord harmless from any loss or liability resulting from such holding over and delay in surrender.

B. If Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease for a period from month to month at 150% of the monthly rental being paid to Landlord under this Lease immediately prior thereto plus all items of rental as provided herein: in the alternative the Landlord may elect to present Tenant with a new/renewal Lease with an annual rent equal to 150% of that of the previous Lease; but if the Landlord does not so elect, acceptance by Landlord of rent after such termination shall not constitute a renewal; this provision shall not be deemed to waive Landlord's right of re-entry or any of the right hereunder or at law.

C. If within any six month period Landlord serves upon Tenant a "Three-Day Notice" under section 711(3) of the New York Real Property Actions and Proceedings Law demanding the payment of any item of rent or additional rent, Landlord may serve a written three-day notice of cancellation of this Lease upon Tenant, and upon expiration of said 3 days, this Lease and the Term hereunder shall end and expire as fully and completely as if the expiration of such 3 day period were the day herein definitely fixed for the end of the Term of the Lease and Tenant shall then quit and surrender the Apartment to Landlord, but Tenant shall remain liable as elsewhere provided for in this Lease.

57. No dogs. No dogs are allowed to be kept, maintained or harbored anywhere in the Apartment for any period of time, regardless of ownership status or lack thereof without consent of the landlord. Violation of this or any other provision of this Lease may subject Tenant to eviction or any other remedy available to the Landlord under this Lease, by law or otherwise.

58. Disturbances. Any violations of the Terms of the "House Rules" as attached and incorporated hereto relating to the making of noise, nuisance or any other disturbance which interferes with the rights, comforts or conveniences of other residents shall be a material violation of this Lease and the Terms of Tenant's occupancy and shall subject Tenant to eviction.

59. Legal fees. If the Landlord is required to bring any legal action against Tenant to enforce his rights under this Lease or otherwise, If Tenant is found to be at fault, Tenant agrees to reimburse the Landlord for any expenses associated with the bringing of such action, including but not limited to the service of papers of notice of default, petitions and summons, etc. Such expenses will cumulatively be referred to as legal fees and will be due as added rent. Legal fees may be recovered up to the actual cost of bringing legal action on a per event basis, but in no event shall they be less than \$175.00 per event or greater than what is permitted by law. If Tenant is found to be not at fault, then added rent will be waived or refunded.

60. Air conditioners. Landlord is not required to install air-conditioning. Tenant understands that any air-conditioner unit(s) currently in the Apartment, if any, is merely a bonus, and Landlord has no responsibility or obligation with respect to maintenance and repairs of such unit(s), however, Tenant is required to clean and maintain such unit(s) in reasonable condition. No "window unit" or portable air conditioning units may be installed in the windows of the Tenant's Apartment. Only "wall unit" air conditioning units may be installed in the wall mounted sleeves presently existing in the Building. If no wall mounted sleeves exists in the Apartment, then Tenant has the option, with Landlord's written consent, to install wall mounted sleeves at the Tenant's sole cost and expense. Said written consent shall not be reasonably withheld, provided that installer is properly insured to Landlord satisfaction. Landlord will not be liable for any damage, loss or personal injury to Tenant or any other persons resulting from the installation or use of approved air conditioner.

61. Lease buy-out. It is specifically agreed that the Landlord may at any given time buy out the Tenant from this lease by giving him 30 day written notice, the Landlord will pay to Tenant an amount equal to one month rent contained in this lease in the amount effective that month plus any deposits or last month rent collected, Landlord will deliver to Tenant said buyout amount upon Tenant surrendering and delivering the keys. In the event Tenant fails to surrender possession at the end of the 30 days, tenant waives the buy out amount, however the expiration date of the lease shall be accelerated and this lease shall expire on the 30th day of the 30 day buy out notice as if that day were the date herein definitely fixed for the expiration of the term.

62. Illegal activity. Tenant, any members of the Tenant's household or a guest or other persons affiliated with the Tenant:

A. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal

manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802])

B. Shall not engage in any act intended to facilitate criminal activity.

C. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.

D. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance at any locations, whether on or near the dwelling unit premises.

E. Shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating assault, including but not limited to, the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.

F. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this section shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

63. Leases guaranteed under the Insurent Lease Guaranty program or by guarantor.

A. Tenant has been informed by the Landlord that tenant does not meet the Landlord's qualifications for a lease.

B. Tenant understands that Tenant will qualify to enter into a lease if Tenant's performance under the Lease is guaranteed by a third party acceptable to the Landlord.

C. Tenant has utilized the services of a Lease Guaranty to qualify for the Lease, and the Landlord has been issued Coverage Rider for the Lease.

D. Tenant understand that the coverage provided under the Coverage Rider and the underlying Lease Residual Value Policy is solely for the benefit of the Landlord, and that tenant have no right to seek any benefits from or payments under the Lease Residual Value Policy.

E. Tenant understand that this Coverage Rider will not under any circumstance relieve Tenant of Tenant's obligation to pay rent for the Apartment, and will not protect Tenant from or prevent an eviction if Tenant does not pay rent.

F. Tenant understands that obligations under the Lease remain the same, and Tenant is still responsible to follow all the rules and obligations under the Lease.

G. Tenant understands and agrees that Tenant will need to use the Insurent Lease Guaranty Program or some other qualified co-signer acceptable to the landlord for any renewals unless Tenant can conclusively demonstrate, at such renewal period, to the complete satisfaction of the Landlord that tenant qualify under the Landlord's financial

requirements at that time. Such qualification will be at the sole written consent of the Landlord.

H. Tenant agrees to provide the landlord evidence of the Insurent Coverage Rider or some other qualified co-signer acceptable to the Landlord for any renewal at least 30 days prior to the expiration of the Lease.

64. Modification. This Lease represents the entire agreement between the parties hereto and may not be modified except by written agreement signed by all the parties hereto.

65. Separability of provisions. If any Term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, or the application of such Term or provisions to persons or circumstances other than those as to which it is valid or unenforceable, the remainder of this Lease, or the application of such Term or provisions to persons or circumstances other than those as to which it is valid or unenforceable, shall not be affected thereby, and each Term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

66. Miscellaneous.

A. All references in this agreement to the consent or approval of the Landlord shall be deemed to mean the written consent of Landlord or the written approval of Landlord, and no consent or approval of Landlord shall be effective for any purpose unless each consent or approval is set forth in a written instrument executed by Landlord.

B. This Lease shall not be binding upon Landlord until a fully executed copy hereof is signed by Landlord and delivered to Tenant, or Tenant's counsel.

C. All monies required to be paid shall be drawn only on Tenant's account with a bank located in the metropolitan New York area which is a member of the New York Clearinghouse Association and shall be endorsed and payable to the order of Landlord or such other person as Landlord may direct by written notice to Tenant. If any

In **Witness Whereof**, the parties have respectively signed and

check delivered to Landlord shall be returned for insufficient funds during the Term of this Lease: (1) all monies thereafter payable by Tenant to Landlord shall be by either money order or unendorsed bank or certified check in accordance with the aforesaid; and (2) Tenant shall reimburse Landlord, as additional rent, the sum \$50.00 to cover the Landlord's overhead costs to handle the same, and any additional charge incurred by Landlord by reason of Tenant's check not being collected. Failure of Tenant to comply with the aforesaid shall, at Landlord's option, be deemed a material breach by Tenant of its obligations under this Lease and Landlord shall have such rights as in the event of nonpayment of fixed rent. The failure of Landlord to require the strict performance of Tenant's obligations under this subparagraph at any time(s) shall not be deemed a waiver by Landlord of its rights or of Tenant's obligations, at any other time.

D. The obligations of the Tenant under this Lease shall be deemed both a condition and a covenant.

E. All payments to be made pursuant to this Lease by Tenant shall be deemed additional rent, payable as provided in this Lease, or if not otherwise provided for, then payable on the first of each month following submission of a bill for same.

F. Tenant hereby authorizes landlord to obtain credit reports from any and all credit reporting agencies which concern Tenant's credit.

G. It is specifically understood that all persons named as Tenant hereunder are jointly and severally liable for the payment of rent and performance of all other terms of this Lease, and that notice to any one such person shall be deemed and accepted as notice to all such joint and several persons.

H. It is specifically understood and agreed by and between the parties that the within agreement is the result of extensive negotiations between the parties who have thoroughly reviewed this Lease. It is understood and agreed that all parties shall be deemed to have drawn this document, to avoid any negative interpretations by any court as against the preparer of this document.

sealed this lease as of the day and year first above written.

Landlord:

Greene Lofts LLC

(Name)

(Signature)

Tenant:

Benjamin Breier

(Name)

(Signature)

Tenant:

(Signature)

Tenant:

(Name)

(Signature)

Tenant:

(Name)

(Signature)

Attention Tenant(s): Read carefully the entire Lease Agreement before signing.

____ Landlord initial

(Rev. Jul. '09)

____ Tenant initial

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 seven 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 seven years of age resides there.

If a child under seven 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 seven 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 subsurfaces 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/commence 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 seven years of age resides in the unit

☒ A child under seven years of age does not reside in the unit.

_____ (Occupant signature)

Print occupant's name, address and apartment number: _____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 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: _____

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 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

Benjamin Breier

Tenant (Print)

08/10/22

Tenant's Signature:

Date

17-22 Greene Ave, Flushing
NY 11385

Tenant's Address

1L

Apt No.

RETURN THIS FORM TO:

Owner/Manager

Owner/Manager's Address

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

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt. #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☐ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other: _____

Signature of Tenant(s): _____  Dated: 08/10/22

Signature of Owner/Agent:  _____ Dated: _____


Stipulated amounts to be charged for damaged items.

1. Cleaning and removal grease from stove top, walls and burners	\$100.00
2. Replace damaged kitchen linoleum or floor tiles cost per square foot	\$7.00
3. Burned or damaged counter top replacement (cost per linear foot)	\$50.00
4. Carpet replacement (cost per yard)	\$17.00
5. Chipped or cracked tub, or to be replaced	\$700.00
6. Replaced bathroom sink	\$350.00
7. Replace broken or missing medicine cabinet or mirror	\$250.00
8. Replace broken or missing towel bar	\$120.00
9. Replace broken or missing shower head	\$85.00
10. Replace interior apartment door	\$300.00
11. Replace exterior or entrance apartment door	\$700.00
12. Replace exterior or entrance apartment door and frame	\$1200.00
13. Replace broken ceiling light or chandelier	50% upcharge purchase price
14. Removal of wallpaper (cost per room)	\$700
15. Extra coat of paint to cover color applied by tenant (cost per Room)	\$400.00
16. Extra coat of paint due to excessive dirt, nail holes or other damage (per room)	\$250.00
17. Replace broken window glass (cost per double pane)	\$225.00
18. Replacement of lock cylinder	\$75.00
19. Smoke detector or carbon monoxide	\$75.00
20. Mailbox lock	\$85.00
21. Replacement door locks if broken keys or keys not returned	\$250.00
22. Unclog toilet, tub , or sink	\$75.00
23. Replacement of building key (per key)	\$50.00
24. Replacement of small peephole	\$25.00
25. Replacement of large peephole	\$25.00
26. Replacement of radiator covers (cost per linear foot)	\$7.50
27. Not return the keys	\$125.00
28. Not returned fab keys (cost per key)	\$250.00
29. Scratch floors - (cost per sq. ft. for the size of the room)	\$0.90
30. Cleaning per hour	\$45.00
31. Damage not listed above will be billed at cost plus 10% for materials along with a	

*repair rate of \$125.00 per man hour or \$175.00 per man hour on overtime.

THE APARTMENT WAS GIVEN TO YOU IN GOOD, CLEAN CONDITION. WE EXPECT TO GET IT BACK IN THE
SAME CONDITION, ASIDE FROM NORMAL WEAR AND TEAR.

The above charges may be updated periodically as necessary to maintain current costs.

Tenant Signature  Print Name **Benjamin Breier** Date **08/10/22**

Tenant Signature _____ Print Name _____ Date _____

Tenant Signature _____ Print Name _____ Date _____