

RENEWAL LEASE FORM

Owners and Tenants should read INSTRUCTIONS TO OWNER and INSTRUCTIONS TO TENANT on reverse side before filling out or signing this form

THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM ISSUED UNDER SECTION 2523.5(a) OF THE RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.

Dated: August 27, 2021

Tenant's Name(s) and Address:

Steven M. Choi and Hyun Chae Loh
43-25 Hunter Street #2702W, LIC, NY
11101



Owner's / Agent's Name and Address:

43-25 Hunter L.L.C.
15 East 26th Street 7th Floor, New
York, NY 10010

1. The owner hereby notifies you that your lease will expire on: September 30, 2021.

PART A - OFFER TO TENANT TO RENEW

2. You may renew this lease, for one or two years, at your option, as follows:

Column A Renewal Term	Column B Legal Rent on Sept. 30th Preceding Commencement Date of this Renewal Lease	Column C Guideline % or Minimum \$ Amount (If unknown, check box and see below)* <input type="checkbox"/>	Column D Applicable Guideline Supplement, if any	Column E Lawful Rent Increase, if any, Effective after Sept. 30th	Column F New Legal Rent (If a lower rent is to be charged, check box and see item 5 below) <input type="checkbox"/>
1 Year	\$3,572.80	+ (1.50%) \$53.59			\$3,626.39 **
2 Years	\$3,572.80	+ (2.50%) \$89.32			\$3,662.12

* If applicable guideline rate is unknown at time offer is made, check box in Column C and enter current guideline which will be subject to adjustment when rates are ordered.

** Rent Guidelines Board Order #53 applies to leases commencing between 10/1/21 and 9/30/22. The one (1) year lease guideline increase cannot be applied until the final six (6) months of the lease. There is no guideline increase in the first six (6) months.

3. Security Deposit: *** Collectable after the sixth (6) month of a one-year lease renewal.

Current Deposit: \$3,572.80
Additional Deposit Required - 1 Year lease: \$53.59 ***
Additional Deposit Required - 2 Years lease: \$89.32

4. Specify separate charges, if applicable:

a. Air conditioner: \$ c. 421a (2.2%): \$ Total separate charges: \$
b. Appliances: \$ d. Other: \$

5. Lower Rent to be charged, if any. 1 Year lease \$ 2 Years lease \$ Agreement attached: Yes ☐ No ☒

6. Tenant shall pay a monthly rent (enter amount from 2F or 5) of \$3,626.39 plus total separate charges (enter amount from 4) of \$ for a total monthly payment of \$ for a 1 Year renewal, OR a monthly rent (enter amount from 2F or 5) of \$3,662.12 plus total separate charges (enter amount from 4) of \$ for a total monthly payment of \$ for a 2 Years renewal.

7. This renewal lease shall commence on October 1, 2021, which shall not be less than 90 days nor more than 150 days from the date of mailing or personal delivery of this Renewal Lease Form. This Renewal Lease shall terminate on September 30, 2022 (1 Year lease) or September 30, 2023 (2 Years lease).

8. This renewal lease is based on the same terms and conditions as your expiring lease. (See instructions about additional provisions.)

9. SCRIE and DRIE. Owner and Tenant acknowledge that, as of the date of this renewal, Tenant is entitled to pay a reduced monthly rent in the amount of \$ under the New York City SCRIE program or the New York City DRIE program. The reduced rent may be adjusted by orders of such program.

10. Leased premises does ☒, does not ☐ have an operative sprinkler system. If operative, it was last maintained and inspected on 8/12/2020.

This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and owners under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant. The rent, separate charges and total payment provided for in this renewal lease may be increased or decreased by order or annual updates of the Division of Housing and Community Renewal (DHCR) or the Rent Guidelines Board (RGB).

PART B - TENANT'S RESPONSE TO OWNER

Tenant: Check and complete where indicated one of three responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

- ☒ I (we), the undersigned Tenant(s), accept the offer of a 1 Year renewal lease at a monthly rent of \$3,626.39, plus separate charges of \$_____ for a total monthly payment of \$3,626.39. **No rent increase in the first six (6) months.
- ☐ I (we), the undersigned Tenant(s), accept the offer of a 2 Years renewal lease at a monthly rent of \$3,662.12, plus separate charges of \$_____ for a total monthly payment of \$3,662.12.
- ☐ I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the current lease.

Signed by Hyun Chae Loh

Fri Aug 27 2021 06:02:06 PM EDT

Steven M. Choi (Tenant)

Date

Hyun Chae Loh (Tenant)

Date

(Owner/Agent)

Date

2

INSTRUCTIONS TO OWNER

At least two copies of this completed Renewal Lease Form must be mailed to the tenant in occupancy or personally delivered not more than 150 days and not less than 90 days prior to the end of the tenant's lease term, along with the New York City Lease Rider For Rent Stabilized Tenants.

If the owner offers a Renewal Lease less than 90 days prior to the expiration of the existing lease, the lease term selected by the tenant shall begin at the tenant's option either (1) on the date a renewal lease would have begun had a timely offer been made or (2) on the first rent payment date occurring no less than 90 days after the date that the owner does offer the lease to the tenant. The guidelines rate applicable for such lease shall be no greater than the rate in effect on the commencement date of the lease for which a timely offer should have been made, and the increased rental shall not begin before the first rent payment date occurring no less than 90 days after such offer is made.

The owner must fully complete PART A on the reverse side of this Form explaining how the new rent has been computed. Any rent increase must not exceed the applicable Rent Guidelines Board adjustment(s) plus other adjustments authorized by the Rent Stabilization Code.

Tenants that were paying a preferential rent as of June 14, 2019 or thereafter, retain the preferential rent for the life of the tenancy. Rent Guidelines Board increases and other increases allowed by the Rent Stabilization Law are to be applied to the preferential rent.

This Renewal Lease must be offered on the same terms and conditions as the expiring lease, except for such additional provisions as are permitted by law or the Rent Stabilization Code which must be set forth by the owner and attached to this Form. If there are any additional lawful agreements between the owner and tenant, a copy signed by both parties must be attached to this Form.

The tenant must return to the owner all copies of this Form, completed and signed by the tenant in **PART B** on the reverse side of this Form.

The owner must furnish the tenant with a fully executed copy of this Renewal Lease Form bearing the tenant's and owner's signatures in **PART B**, and a copy of the DHCR New York City Lease Rider, within 30 days of the owner's receipt of this Form signed by the tenant. Service of this fully executed Form, upon the tenant, constitutes a binding renewal lease. If the owner fails to furnish the tenant with a fully executed copy of this Form within 30 days of receipt of the Form signed by the tenant, the tenant shall continue to have all rights afforded by the Rent Stabilization Law and Code, and the owner will be barred from commencing any action or proceeding against the tenant based upon non-renewal of lease.

INSTRUCTIONS TO TENANT
(Read Owner's and Tenant's Instructions carefully before completing this Renewal Lease Form)

If you wish to accept this offer to renew your lease, you must complete and sign this Renewal Lease Form in the space provided in **PART B** on the reverse side of this Form, and you must return all copies of the signed Lease Form to the owner in person or by regular mail within 60 days of the date this Form was served upon you. You may wish to make a copy for your own records. **If you do not sign and return this Renewal Lease Form within the prescribed 60-day period, the owner may have grounds to start proceedings to evict you from your apartment.**

Before you complete and sign **PART B** and return this Renewal Lease Form, be sure to check that all lawful provisions and written agreements have been attached by the owner to this Form. Please read all attachments carefully. If such other lawful provisions appear, they are part of this lease renewal offer and renewal lease. If there are any lawful agreements between you and the owner, attached copies must be signed by both parties.

If the owner agrees to a rent which is lower than the legal regulated rent, this lower amount should be entered in item 5 on the reverse side of this Form, and a signed copy of the agreement should be attached. You may not change the content of this Renewal Lease Form without the owner's written consent. If a "lower rent" amount is listed in item 5 and such rent is a "preferential rent," upon renewal the owner may not increase the rent to the legal rent listed in item 2F. Tenants that were paying a preferential rent as of June 14, 2019, retain the preferential rent for the life of the tenancy. Rent Guidelines Board increases and other increases allowed by the Rent Stabilization Law are to be applied to the preferential rent.

Your acceptance of this offer to renew shall constitute a renewal of the present lease for the term of years and rent accepted, subject to any other lawful changes which appear in writing on the attachments to this Form, and subject also to payment of the new rent and additional security, if any. Such additional security shall be deposited by the owner in the manner provided for on initial occupancy. **However, pursuant to the Housing Stability and Tenant Protection Act of 2019, an owner can hold no more than one month security deposit. Anything in excess of one month must be refunded to the tenant.**

Please refer to the New York City Lease Rider for a summary of tenants' rights and owners' responsibilities.

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

BUILDING RULES FOR ROCKROSE APARTMENT BUILDINGS

1. Use of Common Areas.

- 1) **Obstruction of Common Areas.** The halls, lobby and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from apartments in the Building. No personal property of any kind (including, without limitation, shoes, water bottles, umbrellas, coats and other articles of clothing, coat racks, laundry, dry cleaning, brooms, mops, buckets and other cleaning items and packages of any kind) shall be left in the halls, lobby, stairways or other common areas of the Building. Fire towers shall not be obstructed in any way. **Tenant and members of Tenant's household shall not smoke anywhere in the common areas or adjoining grounds of the Building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, electronic cigarette, hookah or other tobacco product or similar lighted product in any manner or in any form. The term "smoking" also includes the inhaling of a lighted marijuana cigarette or other apparatus.**
- 2) **Courtyard.** If the Building contains a courtyard, its use is strictly prohibited except for the purpose of entry to residents' apartments. Residents may not use the courtyard for any other purpose, including, but not limited to, storage, drying of clothes, plantings, and access to other apartments or any recreational use whatsoever.
- 3) **Halls, etc.** No public hall or other common areas of the Building (including, without limitation, any doors to residents' apartments) shall be decorated or furnished by any resident in any manner. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung from or attached to any doors (including, without limitation, any apartment doors), terraces, balconies, patios or roof decks ("Terraces") or windows nor shall anything be placed upon windowsills or the facade of the Building. Coat racks are not permitted in the public hallways, passageways or other common areas of the Building.
- 4) **Furniture.** Furniture and equipment may not be removed from any of the Common Areas.
- 5) **Specific Uses.** Messengers and trades people shall use such means of ingress and egress as shall be designated by Owner. No patient of any doctor who has offices in the Building shall be permitted to wait in the lobby. Children shall not play in the public halls, courtyards, stairways, fire towers or lobby.

2. **Smoking.** Smoking is strictly prohibited in all parts of the Building. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, electronic cigarette, hookah or other tobacco product or similar lighted product in any manner or in any form. The term "smoking" also includes the inhaling of a lighted marijuana cigarette or other apparatus

3. Second Hand Smoke

- 1) Tenant acknowledges and understands that the State and City of New York have enacted legislation specifically recognizing the health dangers inherent in environmental tobacco smoke, commonly known as "second-hand smoke". Tenant further acknowledges and understands that causing the infiltration of second-hand smoke into the common areas of the Building and/or into other apartments in the Building, may constitute a nuisance and health hazard and be a material infringement on the quiet enjoyment of the other tenants in the Building. For the foregoing reasons, Tenant acknowledges and agrees that the prevention by Tenant, its invitees and guests, of the infiltration of second-hand smoke into the common areas of the Building and/or into other apartments in the Building is OF THE ESSENCE to this Lease, and Tenant covenants and agrees to take all measures necessary, at its own cost and expense, to prevent second-hand smoke from emanating from Tenant's apartment and infiltrating the common areas of the Building and/or into other apartments in the Building. Tenant agrees that any breach of this covenant and agreement affecting the quiet enjoyment of the other tenants shall be a material breach of this Lease; that irreparable damage to Owner might result if this covenant and agreement are not specifically enforced; and therefore that in addition to all other rights and remedies of Owner as provided in this Lease such covenant and agreement shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Owner may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any withholding of rent by tenants of the Building, and reasonable attorneys' fees and

disbursements incurred by Owner in connection with any litigation or negotiations with Tenant or any other tenants of the Building with respect to the foregoing. Tenant also agrees to reimburse Owner for any costs or expenses incurred by Owner to mitigate or remedy the infiltration of second-hand smoke into the common areas of the Building and/or into other apartments in the Building, which emanates from Tenant's apartment. All of the foregoing shall be payable to Owner as additional rent.

- 2) Tenant's failure to promptly cease and desist from causing or permitting second-hand smoke to emanate from the apartment, is a substantial and material default of Tenant's covenants under this Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity, including but not limited to terminating the Lease and commencing a summary proceeding to evict the Tenant from the apartment.
- 3) Tenant agrees that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the apartment, Tenant will not interpose any defense or counterclaim alleging that the Building's distribution ductwork, common walls, radiators, piping and other elements of the Building are insufficient to prevent the infiltration of second-hand smoke into the common areas of the Building and/or into other apartments in the Building or that Owner's maintenance of the foregoing was inadequate.
4. **Noise.** No resident shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other residents. No resident shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph, stereo, radio, television or other loud speaker in such resident's apartment between the hours of **between the hours of 10 pm and 8 am** if the same shall disturb or annoy other occupants of the Building.
5. **Work Hours.** No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of **9:00am to 5:00pm. Monday through Friday.**
6. **Window Air Conditioners, etc.** No awnings, window air-conditioning units or ventilators shall be used in or about the Building except such as shall have been expressly approved in writing by Owner or the managing agent, nor shall anything be projected out of any window of the Building without similar approval.
7. **Signs.** No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by Owner or the managing agent.
8. **Bicycles; Carriages, etc.** No bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Building. Bicycle riding, roller-skating, roller blading, scooters and similar activities are strictly prohibited anywhere in or about the Building or common areas (unless there is a designated bicycle room).
9. **Deliveries.** Kitchen supplies, market goods and packages of every kind are to be delivered only at the service or other entrances as may be designated by Owner.
10. **Moving.** The moving of trunks, furniture, heavy baggage and large packages ("Moving Articles") in or out of the Building (and the use of an elevator, if applicable) shall be (a) through the service entrance or other entrance designated by the Building's superintendent and (b) scheduled in advance with the Building's superintendent. If a resident is employing a mover, such resident must provide the Building's superintendent with evidence that such mover has liability insurance satisfactory to the Owner and that the Owner, the Managing Agent and the tenant hiring such mover are named as additional insureds under such policy. If a Building employee is needed to operate an elevator or if the Owner or the Managing Agent determines that it is necessary or desirable to have a Building employee observe any move, the Tenant shall reimburse the Owner for all costs and expenses for the same.
11. **Toilets.** Toilets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the toilets. The tenant in whose apartment it shall have been caused shall pay for the cost of repairing any damage resulting from misuse of any toilets or the apparatus.
12. **Building Personnel.** No resident shall send any employee of Owner out of the Building on any private business of such tenant.
13. **Pets.** Except as otherwise provided by a non-waivable provision of law or by separate written agreement with Owner, no bird or animal shall be kept or harbored in the Building.

Notwithstanding the foregoing, if Owner shall agree to permit a dog or other pet, Owner may revoke such consent if such dog or other pet shall at any time exceed **50 pounds** pounds in weight. In no event shall dogs be permitted on elevators or in any of the public portions of the Building unless carried or on a leash. Dogs are strictly prohibited in the laundry room and any fitness center, roof deck or other recreational area of the Building. Tenants must pick up after their dogs and not allow dogs to defecate or urinate in, around or on the Building or any entrance to the Building. Dogs with a vicious temperament or history are prohibited in all public portions of the Building unless muzzled. No pigeons or other birds or animals shall be fed from the window sills, Terraces or in the yard, court spaces or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

- 14. Antennas and other Telecommunications Equipment.** No radio or television antenna, satellite dishes or disks or other telecommunications equipment or apparatus shall be attached to or hung from the exterior of the Building without the prior written approval of Owner or the managing agent which (except as otherwise provided by a non-waivable provision of law) may be withheld for any or no reason.
- 15. Parking.** No vehicle belonging to a resident or to a member of the family or guest, subtenant or employee of a resident shall be parked in such manner as to impede or prevent ready access to any entrance of the Building by another vehicle. If there is a garage in the Building, residents must abide by all arrangements made by Owner with the garage operator with regard to the garage and the driveways thereto.
- 16. Laundry.** Residents may use the available laundry facilities (if any) only upon such days and during such hours as may be designated by Owner or the managing agent. Owner is not responsible for the maintenance of the laundry equipment or any damage to tenants' personal property caused by such equipment.
- 17. Relocation of Storage and Laundry Facilities.** Owner shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 18. Floor Coverings.** The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, and closets.
- 19. Apartment Tours.** No group tour or exhibition of any apartment or its contents shall be conducted without the consent of Owner or its managing agent in each instance.
- 20. Window Cleaning.** Each tenant shall keep the windows of the apartment clean. In case of refusal or neglect of a tenant for 10 days after notice in writing from Owner or the managing agent to clean the windows, such cleaning may be done by Owner, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the tenant.
- 21. Complaints Must Be Written.** Complaints regarding the service of the Building shall be made in writing to the managing agent of Owner.
- 22. Consents May Be Revoked and Are at Owner's Discretion.** The granting of any consent or approval by Owner or its agent is at their sole discretion and may be withheld for any or no reason (except as may be required by a non-waivable provision of law). Any consent or approval given by Owner or its agent must be in writing and shall be revocable at any time.
- 23. Garbage; Recycling; Compactors.**
 - 1) Garbage and refuse from the apartments shall be sorted by tenants and disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct.
 - 2) Effective January 1st, 2015 it is illegal in New York City to discard any electronic device with any other waste. Tenants are required to leave electronic devices in the refuse room floor so our staff can collect and deposit them in our designated receptacle.
 - 3) Notwithstanding any other provision of this paragraph 22 to the contrary, residents shall comply with any and all laws, rules and regulations as may be applicable for the collection, sorting, separation and recycling of bottles, cans, newspapers and other materials. Tenants will be required to pay all costs, expenses, fines, penalties and damages imposed on Owner or anyone else resulting from a tenant's (or from a member of the family or guest, subtenant or employee of a tenant) failure to comply with the preceding sentence.
 - 4) The following rules shall be observed with respect to compactor equipment:
 - i. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
 - ii. Debris should be completely drip-free before it leaves the apartment, carried to the compactor hopper in a careful manner and in a drip-proof container and placed into

the hopper so it will drop into the chute for disposal.

- iii. Bottles and cans shall not be dropped down the chute, but shall be cleaned and left in a neat manner in service elevator area or other designated area, if such items must be disposed of before **10:00 a.m. or after 5:00 p.m.**
- iv. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner on the compactor closet floor. Bulky items should be left at service elevator area or other designated area between **10:00 and 6:00 p.m.** and service employee summoned to dispose of them.
- v. Under no circumstances should electronic devices, carpet sweepings containing naphthalene, camphor balls or flakes, floor scraping, plastic wrapping or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the compactor.
- vi. Vacuum cleaner bags must never be emptied into the compactor. Such dust, dirt, etc, should be wrapped in a securely tied bag or package and then be placed through hopper door panel into the compactor chute.
- vii. The superintendent shall be notified of any drippings, or moist refuse, appearing on the compactor closet floor or corridors.

5) No tenant shall litter anywhere in or about the Building nor shall any tenant throw, drop or toss any cigarette butts, papers or anything else from any doors, windows, Terraces or Common Areas.

24. Plantings. No tenant shall install any plantings on any Terrace without the prior written approval of Owner. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the Terrace surface, and if adjoining a wall, at least six inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least six inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to drain off water. It shall be the responsibility of the tenant to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Weight is limited to 30 lbs. per square foot. Tenants shall move or remove any and all plantings, boxes and other property left on a Terrace, at Tenant's sole cost and expense, as and when required by Owner, for any or no reason.

25. Terraces.

- 1) Each tenant shall keep its Terrace, if any, and the drains located therein, free from all rubbish, dirt, debris or wind blown materials. All swimming pools, wading pools, "kiddie" pools, whirlpool baths, hot tubs, fountains and plant watering systems are prohibited. Tenants shall be responsible for damages due to such tenant's use of its Terrace, and for any damage resulting from clogged drains, rubbish, debris or other property which is thrown or falls from a tenant's Terrace (including, without limitation, damage to such tenant's apartment or any other apartment in the Building).
- 2) Tenant shall not place any flowerpots or other objects on the railings of any Terrace. Under no circumstances shall a potted plant or any other object in excess of **50 pounds** be permitted on any Terrace.
- 3) All items kept on a Terrace must be maintained in a safe manner and must not detract from the overall appearance of the Building or violate any laws. All movable items are prohibited unless properly secured so as to be immobile during any high wind conditions.
- 4) The following are prohibited anywhere in or about the Building (including, without limitation on any Terrace, Apartment, entryway, plaza, terrace, roof deck or other common area of the Building):
 - i. Barbeques, grills, fireplaces, heaters, gas tanks and other fuel burning or fuel storage appliances or equipment (except fireplaces, kitchen stoves and heating equipment provided with the Apartment);
 - ii. The use, storage or disposal of any coal, charcoal, fuel, flammable gas (other than gas supplied for the kitchen stove or oxygen provided for a medical condition) or flammable liquid.
- 5) The storage of any personal property on a Terrace is at such tenant's sole risk and in no event shall Owner or its representatives be responsible for any loss or damage caused by other tenants, occupants or third parties, including, without limitation, others who may


have access to a Terrace. Without limiting the generality of the foregoing, each tenant bears the risk of loss or damage to its property due to debris, litter, trash or other property falling or being thrown or tossed from other Balconies, windows, doors, Common Areas other areas of the Building.

- 26. Exterminator.** Owner's agents, contractors and workmen, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If Owner takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Tenant, as additional rent.
- 27. Soliciting Prohibited.** No person, including any tenant, shall enter or go through the Building for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical or circular of any kind or nature whatsoever or for the purpose of soliciting donations or contributions for any organization or for the purpose of distributing handbills, pamphlets, circulars, books, advertising material or otherwise, except with the written consent or invitation of solicited tenants after same shall previously have been furnished or exhibited to Owner.
- 28. Social Areas.** If a roof deck, terrace, club, meeting room, children's play room or similar area (a "Social Area") is provided for the use of residents: (i) No pets, food, beverages or unauthorized parties shall be permitted in such Social Area; (ii) Residents must remove all personal effects and debris after using such Social Area; (iii) Owner may close any Social Area if undue noise or disturbance exists; (iv) No one under age 18 shall be permitted in any Social Area unless accompanied and supervised by an adult; (v) The use of each Social Area shall be during posted dates and hours only and shall be subject to the rules and regulations of the Building (all of which may be changed by Owner from time to time, in Owner's discretion); (vi) entry to any Social Area may be by a hand recognition system, a keyed or coded access system or other access system; (vii) the number of guests per tenant that may use any Social Area is limited to two guests (or less, at Owner's discretion); and (viii) Owner may make any of the Social Areas available for private parties, at such times and dates as Owner, in its discretion, may determine. If Owner makes any Social Area available for private parties, such use shall be limited to tenants and permitted occupants who shall be required to sign a separate agreement and comply with its terms (including, without limitation, the payment of fees).
- 29. Bicycle Storage.** If Owner shall designate a room for the storage of bicycles, the following rules shall apply to such bicycle storage room:
- 1) Spaces are not guaranteed; they are allocated on a "first come first serve" basis. Space may not be available for every bicycle.
 - 2) All bicycles must be placed on the bicycle racks provided and must be locked and chained. Owner may remove bicycles that are not locked on a bicycle rack without notice, at the tenant's expense.
 - 3) All bicycles must be properly tagged in accordance with the Building's bicycle tagging system.
 - 4) Only bicycles may be stored in the bicycle room, i.e., no baby strollers or other furnishings and equipment are permitted.
 - 5) Tenants must respect bicycles that belong to other tenants when placing and removing bicycles. Tenants will be responsible for any damage they cause to others' bicycles.
 - 6) Bicycle storage is at the tenant's own risk. Neither Owner, nor the managing agent, nor any of their employees or agents will be responsible for any loss or damage due to theft, accidents, mishandling or other cause, except to the extent such loss or damage is due to gross negligence or willful misconduct.
 - 7) Tenants shall duly and punctually pay to Owner any bicycle storage fees as may be imposed by Owner in its discretion.
- 30. No Film or Recording Sessions; Auctions; Paid Events.** Tenants may not use, or permit others to use, the Apartment (including, without limitation, any terrace, balcony or roof), public hallway or any other part of the Building, for film shoots, video or sound recordings, photography shoots, screenings, auctions, classes, fund raisers, social or other gatherings or events which require the payment of any tuition, admission charge, fee or other compensation to Tenant of any kind, or any similar activities without the prior consent of Owner or its managing agent in each instance.
- 31. Unsafe Conditions.** If any violation of the Building Rules constitutes an unsafe or unlawful condition, Owner may, in addition to all of its other rights and remedies, remove any item

and attempt to rectify such condition, at Tenant's sole cost and expense, without notice to Tenant.

- 32. Wetness; Leaks; Mold, etc.** Tenants must take all appropriate action to prevent the presence or growth of mold, mildew and other potentially harmful materials in or about the apartment. This means, for example, that Tenants must keep their apartments clean, remove visible moisture on windows, walls, ceilings, floors, bathroom and kitchen fixtures and other surfaces as soon as possible and caulk around bathtubs, shower enclosures, and bath/shower fixtures on first sign of damage to caulking. Tenants must also immediately notify Owner and its managing agent, in writing, of any signs of mold, mildew or other potentially harmful materials in or about the apartment and of any conditions that may cause or contribute to their presence or growth. This may include, for example, water leaks, flooding or infiltration, "brown" or "dirty" water, foul smells, blocked, inoperable or malfunctioning vents or ventilation fans, moisture build-up or the buckling of walls, floors or other surfaces.
- 33. Wireless Internet Access.** If Owner shall at any time provide or arrange for others to provide wireless access to the internet, the use of such services shall be entirely at the user's risk and shall be subject to such terms and conditions as may be imposed by the service provider. Such wireless connections are not secure and any information being sent or received could be intercepted by another wireless user or others. Users should have personal firewall and updated virus protection software installed on their computers to protect their privacy and to provide for their own security. Users should avoid entering credit card numbers, passwords or any other confidential information. **Owner disclaims all liability for any damage that may occur to one's computer and/or loss of confidential information or other damages.** Each user assumes all risks of damages and/or loss (including, without limitation, the loss or compromise of confidential information) resulting from the any such wireless internet access.
- 34. Building Access.** Residents shall comply with all building access requirements that Owner may impose from time to time or at any time, including, without limitation, any requirement that residents and guests us an automated security and/or intercom system, be photographed and present identification and/or an electronic key as a condition to entry. Owner may, at its option, disallow entry to anyone that fails to comply with such requirements. If Owner distributes electronic or manual keys or other access device, entry codes and/or forms of identification for Building assess by residents, Tenants shall not give or loan such items to anyone who is not a permitted by resident of the Building and shall immediately notify Owner if any such item is lost, stolen or damaged or falls into unauthorized hands.
- 35. Amendments.** These Building Rules may be added to, amended or repealed at any time by Owner, on notice to Tenant.

If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with, and to abide by, the foregoing Rules.

<hr/>			Signed by Hyun Chae Loh Fri Aug 27 2021 08:35:32 PM EDT Key: 060F8C5C; IP Address: 207.172.165.79
Steven M. Choi (Resident)	Date	Hyun Chae Loh (Resident)	Date
		Owner: 43-25 Hunter L.L.C. By: Rockrose Development L.L.C., as Agent	
<hr/>		<hr/>	
(Alyssa Brennan - Vice President)		Date	



WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

You are required by law to have window guards 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/her 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 WHICHEVER APPLY:

- ☐ 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
- ☒ WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS.
- ☐ WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS.

Apartment Address: 43-25 Hunter Street #2702W, LIC, NY 11101

		Signed by Hyun Chae Loh	
		Fri Aug 27 2021 08:36:20 PM EDT	
		Key: 060F8C5C; IP Address: 207.172.165.79	
Steven M. Choi (<i>Tenant</i>)	Date	Hyun Chae Loh (<i>Tenant</i>)	Date

RETURN THIS FORM TO:
43-25 Hunter L.L.C.
15 East 26th Street 7th Floor
New York, NY 10010

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program (212) 676-2162

FITNESS CENTER AGREEMENT

LEASE DATED: August 27, 2021 OWNER: 43-25 Hunter L.L.C.
TENANT: Steven M. Choi and Hyun Chae Loh (Jointly & Severally)
APARTMENT: 2702W IN BUILDING AT 43-25 Hunter Street, LIC, NY 11101

OCCUPANT (if other than Tenant):

FITNESS CENTER LOCATION:

☒ Same as the Building

☐ _____

DATE OF THIS AGREEMENT: August 27, 2021

☒ **FOR A 1 YEAR LEASE:**

FEE: ☒ None ☐ \$0.00 per person/per year for 1 Year

Starting October 1, 2021 Ending September 30, 2022

☐ **FOR A 2 YEARS LEASE:**

FEE: ☒ None ☐ \$0.00 per person/per year for 2 Years

Starting October 1, 2021 Ending September 30, 2023

Those Tenant(s) of the captioned Apartment at the captioned Building (the "Building") signing below (individually, a "Member" and collectively, the "Members") hereby requests, and the Owner listed above hereby grants, a license to use the fitness center (the "Fitness Center") at the captioned Fitness Center Location, subject to the following terms and conditions:

1. Fees.

- 1. **Fees Generally.** The license to use the Fitness Center is gratis unless a fee is indicated above. In any event no portion of rent for the Apartment is for the use of the Fitness Center.
- 2. **Fee Payment and Period.** If a Fee is required for the use of the Fitness Center the amount is indicated above and it is for the period indicated above. Each Member must pay such fee in advance of the start date indicated above. Access to the Fitness Center will be denied any Member who has not paid the required Fee.
- 3. **Renewal.** If this Agreement is still in effect at the end of the period indicated above, Owner may, but is not obligated to, extend this license provided the Member pays in advance the use fee then in effect for the extension period. Owner may change the use fee at any time for future periods, in Owner's discretion.
- 4. **Fees Are Non-Refundable.** All Fees are non-refundable even if a Member's right to use the Fitness Center is suspended or terminates early.

- 2. **Member Representations.** Each Member represents that he or she is a Tenant or Permitted Occupant of the apartment, is eighteen years of age or older, has no health conditions as would pose any health risk to him or herself or to others, has been examined by a physician of such Member's choice and has obtained such physician's approval to use the Fitness Center. Each Member shall notify Owner of any change in his or her medical condition or ability to use the Fitness Center.

- 3. **Risks in Using the Fitness Center.** Each Member understands that the use of the Fitness Center involves risks. Each Member, for himself or herself, and such Member's heirs, executors, administrators, successors and permitted assigns:

- 1. **Assumption of Risk.** Assumes all risks and responsibilities, through accident, illness or otherwise, for all effects, damages and injuries to such Member's health or physical condition resulting from any physical exercise, use of the Fitness Center facilities and equipment or other activity at the Fitness Center;
- 2. **Release.** Releases and discharges the Owner, the owner of the Fitness Center Location (if different than the Owner, hereinafter, the "Operator"), its managing agent, Rockrose Development Corp. (the "Managing Agent") and their respective principals, agents, independent contractors, and employees (collectively, "Owner's Parties") from any responsibility or liability for any damage, injury or other effect that may result from the use of the Fitness Center equipment or from being present in the Fitness Center or within the Fitness Center Location , except to the extent such release is prohibited or limited by a non-waivable provision of law ("Fitness Center Injuries");
- 3. **Indemnity.** Shall indemnify, defend and hold harmless all Building Parties from and against, all claims, suits, losses, damages, liabilities, demands and expenses (including but not limited to attorneys' fees) of any kind, known or unknown, present or future, incurred or asserted by such Member or by any other person, whether permitted or not, who uses the Fitness Center facilities with such Member's consent or who gains access to the Fitness Center by means of a key or other method of access obtained from such Member, on account of or as a result of any Fitness Center Injuries (except to the extent that any such indemnity is prohibited or limited by a non-waivable provision of law).
- 4. **Member's Personal Property.** Each Member acknowledges that he or she has been advised by the Owner not to bring valuable personal property into the Fitness Center. Each Member assumes all risk of loss or damage to personal property which may occur in the Fitness Center. Neither the Owner nor any of the other Owner's Parties shall be liable for any loss or damage of any personal property in or about the Fitness Center or in the Fitness

- Center Location.
5. **Proper Training Required.** Each Member acknowledges that neither the Owner nor the Operator provides any trainers or other supervision at the Fitness Center. Each Member must obtain all proper training on the use, operation and safety procedures of all Fitness Center equipment and amenities, independently, before using the Fitness Center. Each Member acknowledges neither requesting nor receiving any express representations or warranties as to the adequacy, safety or use of the equipment and facilities and neither the Owner nor the Operator makes any implied representations or warranties with regard to the fitness or use of the equipment.
6. **Damage To Equipment.** Each Member shall, on Owner's demand, pay Owner for the cost of repair or replacement of all equipment and/or facilities which are damaged or destroyed by such Member or by anyone who uses the Fitness Center with such Member's consent.
7. **No Assignment of Rights Allowed; Guests Prohibited.** The license to use the Fitness Center is nontransferable. No Member shall permit anyone who is not a Member to use or have access to the Fitness Center under any circumstances.
8. **Termination or Suspension of License.**
1. **For Breach By Member.** The Owner may suspend or revoke a Member's license, without refund or abatement of any rent or any fee paid for the License, upon the failure of any Member to adhere to any of the terms of this Agreement including, without limitation, any of the Fitness Center Rules and Regulations, or for any undesirable behavior as determined by the Owner or the Managing Agent, in either of their sole discretion.
2. **Termination of Occupancy.** A Member's license to use the Fitness Center shall automatically terminate upon termination of a Member's legal right of occupancy in the Building.
3. **If Fitness Center Is Not In Building.** If the Fitness Center Location is not in the Building, then the use of the Fitness Center is subject to the terms and conditions of any agreement between the Owner and the Operator, as the same may be modified from time to time or at any time, and the Member shall at all times comply with such agreement. Owner may, at its option, to be exercised at any time, terminate this agreement if the agreement with the Operator shall terminate.
9. **Miscellaneous.**
1. **Joint and Several Liability.** Each person who is signing this Agreement shall be joint and severally liable for the obligations of the other Members who are signing this Agreement. Without limiting the generality of the foregoing, each Tenant guarantees all obligations of those Members who are not a Tenant.
2. **Disputes.** Any dispute or question concerning the use of the Fitness Center shall be resolved by the Owner and the decision of the Owner shall be, in all respects, binding.
3. **Understanding of this Agreement.** Each Member acknowledges that he or she has read and understands this Agreement and has had an opportunity to consult an attorney regarding the same before signing it.
4. **Fitness Center Rules.** Each Member shall abide by the Fitness Center Rules which are attached to and form a part of this Agreement. The current Fitness Center Rules may be repealed or amended from time to time by the Owner, in the Owner's sole discretion, without prior notice.

Steven M. Choi (Resident)

Date



Signed by Hyun Chae Loh
Fri Aug 27 2021 08:37:37 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (Resident)

Date

Owner: 43-25 Hunter L.L.C.
By: Rockrose Development L.L.C., as Agent

(Alyssa Brennan - Vice President)

Date

Emergency Notification Information for Member(s):

Tenant's Name: Steven M. Choi

Emergency Contact Name: Sandy Choi

Address: 4545 Center Boulevard, 2314, Long Island City, NY 1109

Telephone: (917) 797-8185

Tenant's Name: Hyun Chae Loh

Emergency Contact Name: Steven Choi

Address: 43-25 Hunter Street, Apt 2702

Telephone: (917) 750-9223

FITNESS CENTER RULES

- A.** No one other than a Member eighteen years or older, who legally resides in the Building and who has signed a Fitness Center License Agreement will be permitted access to and use of the Fitness Center.
- B.** Neither guests nor trainers of Members are permitted access to the Fitness Center.
- C.** The Fitness Center hours are posted, but are subject to such closings or changes in hours as the Owner may, in its sole and unrestricted discretion, deem appropriate. Members must leave the Fitness Center promptly at closing.
- D.** Members must abide by any posted time limitations for equipment when other Members are waiting.
- E.** Smoking is prohibited in the Fitness Center.
- F.** Each Member must bring a clean towel and wipe down the equipment after each use.
- G.** Members shall not wear perfume or other scents when working out.
- H.** No food, chewing gum or alcoholic beverages are permitted in the Fitness Center. All other beverages must be in unbreakable, closed containers. Glass containers are prohibited.
- I.** No pets are permitted in the Fitness Center.
- J.** Members must wear athletic shoes and proper gym attire (including shirts or tops).
- K.** Members are responsible for returning equipment to its proper location and cleaning up after themselves. Personal belongings should not be left in the Fitness Center. No equipment may be removed from the Fitness Center.
- L.** No outside audio equipment may be used in the Fitness Center, except with headphones.
- M.** Any malfunctions or breakage of equipment should be reported to the concierge (if any) or superintendent of the Fitness Center Location immediately.
- N.** Members shall not use any of the Fitness Center facilities or equipment with open cuts, abrasions, sores, infections, contagious conditions or maladies which may impose a health risk to others.
- O.** Access to the Fitness Center may be by means of a Hand Imprint Identification and Recognition system or other access system that Owner may impose and Members shall comply with such system.
- P.** Free weights should only be used when a spotter is available.
- Q.** Owner may require each Member to attend an equipment orientation prior to such Member's use of any part of the Fitness Center, including, without limitation, exercise classes, if any.



**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): **Steven M. Choi and Hyun Chae Loh**

Subject Premises: **43-25 Hunter Street #2702W, LIC, NY 11101**

Apt.#: **2702W**


Date of vacancy lease: **October 1, 2021**

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:

Rockrose Development L.L.C., as Agent

Steven M. Choi (*Tenant*) *Date* (*Alyssa Brennan - Vice President*) *Date*

 **Signed by Hyun Chae Loh**
Fri Aug 27 2021 08:37:52 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (*Tenant*) *Date*

ADVERSE CONDITIONS AGREEMENT

LEASE DATED: August 27, 2021 OWNER: 43-25 Hunter L.L.C.
TENANT: Steven M. Choi and Hyun Chae Loh (Jointly & Severally)
APARTMENT: 2702W IN BUILDING AT 43-25 Hunter Street, LIC, NY 11101

ADVERSE CONDITIONS ADDENDUM: This Agreement includes the attached Addendum describing the following types of conditions that are likely to affect the Apartment and/or the Building:

- ☒ Building Specific Conditions
- ☐ Apartment Specific Conditions
- ☐ Both Building and Apartment Specific Conditions

Tenant ("You") and Owner, who are parties to a Lease (such Lease, as renewed and/or amended, the "Lease") for the above-referenced Apartment, agree that the Lease is amended as follows:

1. Adverse Conditions. You acknowledge that Owner has advised You of the Adverse Conditions described in the Addendum that are likely to materially impair Your use and enjoyment of the Apartment and/or the Building. The Adverse Conditions may include Work (which Owner may, but is not obligated, to do), Noise and Other Condition(s).

1.1 The Work. If the Adverse Conditions consists of Work, You acknowledge that even if the Work continues for a relatively lengthy period (e.g., one year or more), the benefits of the Work will outweigh any inconvenience and other negative effects in that the Building and/or the surroundings should look better and will be improved once the Work is done. However, while the Work is occurring, it is likely to:

1. Cause dirt, odors, noise and vibration, block light and views and result in other inconveniences to You and other occupants of the Apartment;
2. Require, at times, that you keep windows closed and/or not use air conditioner/heating units in the Apartment and result, at times in the Apartment being cold, damp and drafty;
3. Result in a loss of privacy in that while workers are on the scaffolding, they may be able to see into the Apartment;
4. Result in Your inability to use Your terrace (if the Apartment has a terrace) due to Work that may take place on Your terrace and/or the presence of scaffolding which would make the terrace dangerous;
5. Result in Your inability to use part of the Apartment if the Work includes repairs to and/or the replacement of Your ceiling, greenhouse windows, or other parts of the Apartment, until such repairs or replacement are completed (which repairs or replacement may be postponed for some time due to the other Work going on in the Building); and
6. Require the erection of temporary partitions, air conditioners and/or exterior walls and windows and the encasement of parts of the Apartment in plastic or other protective materials.

1.2 Noise Conditions. If the Adverse Conditions consist of Noise, (1) the Noise may stem from [a] the boiler, elevator or other mechanical, plumbing or other equipment or systems in or near the Building, [b] the gym, basketball court or other facilities, [c] one or more active subway lines located near the Building and/or [d] the Non-Residential Occupant named in the Addendum, the nature of its business and its location relative to the Apartment; (2) the Noise may include the specific Noise condition(s) noted in the Addendum or other conditions; (3) whatever Noise exists now may get worse; (4) Owner is not required to do anything to reduce or eliminate such Noise, now or in the future; and (5) to the extent that the Noise is the result of equipment which benefits the Building, the benefit outweighs the inconvenience and other negative effects of the Noise.

1.3 Time Period. The Adverse Conditions are expected to last for the period indicated in the Addendum. You acknowledge, however, that this is an estimate and is subject to change for any or no reason, including, without limitation, causes beyond as well as causes within Owner's control.

2. Your Waiver Of Certain Rights and Defenses. As a material inducement to Owner to enter into the Lease and to charge You the rent specified in the Lease (as modified by any other written agreement with Owner), the amount of which rent reflects all actual and potential Adverse Conditions and its effect upon You and the Apartment, You confirm and agree that:

- 2.1 No Breach of Lease.** The Adverse Conditions and the effect of the Adverse Conditions (including, without limitation, those described in Paragraph 1 of this Agreement) shall not be deemed a breach of the Lease or any of Owner's obligations under the Lease;
- 2.2 No Right To Cancel Lease or Reduce Rent.** The Lease shall remain in full force and effect, and You shall not have the right to cancel the Lease or make any claim against Owner for damages, any offset, reduction or additional abatement of rent, diminution of rental value or otherwise, by reason of the Adverse Conditions or the effect of the Adverse Conditions;
- 2.3 Waiver of Claims and Defenses.** You waive any cause of action or claim or defense You may have or may in the future have against Owner, Owner's successors, assigns, agents, employees and contractors, arising in law, contract, equity or otherwise, relating to Adverse Conditions or its effects. Without limiting the generality of the foregoing, You waive all claims and defenses, based on nuisance, the covenant of quiet enjoyment, the warranty of habitability, a claim of eviction, partial or whole, constructive or actual or that Owner has failed to fulfill any of Owner's obligations under the Lease.
- 3. Renter's Insurance.** You acknowledge that Owner has advised You to obtain a renter's insurance policy from a reputable insurance company, with personal property coverage in an amount not less than the value of Your personal property, so that You will have a claim for compensation in the event that any of Your personal property is damaged in connection with or arising from the Work.
- 4. No Promises By Owner.** Neither Owner, nor any of Owner's representatives have made any oral or written promises or statements to You about the Adverse Conditions or any of the effects of the Adverse Conditions, or if any such statements or promises have been made, they are superseded by this Agreement and not binding on Owner.
- 5. Inspection.** You represent that You have had ample opportunity to visit and spend time in the Apartment, the Building, and its surroundings, at all hours of the day and night and to experience any existing Adverse Conditions prior to signing this Agreement. You are signing this Agreement fully aware of any and all existing Adverse Conditions, but also recognizing that there may be additional Adverse Conditions in the future.
- 6. Your Cooperation; Entry To Apartment.** If the Adverse Conditions pertain to Work, You will cooperate fully with, and not object to nor obstruct, Owner and Owner's representatives in their performance of the Work and You shall comply with all safety-related and other directives imposed by Owner in connection with the Work. Without limiting the generality of the foregoing, Owner and Owner's agents, contractors, workmen and other representatives may enter the Apartment to perform and inspect the Work, whether or not You are home, at such times and as otherwise provided in the Lease.
- 7. Miscellaneous.** YOU HAVE READ THIS DOCUMENT CAREFULLY AND SIGNED IT VOLUNTARILY, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH A LAWYER. If more than one person is a Tenant under the Lease, each Tenant signing below, acknowledges, represents and agrees with the foregoing.

Steven M. Choi (Resident)

Date



Signed by Hyun Chae Loh
Fri Aug 27 2021 08:38:02 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (Resident)

Date

Owner: 43-25 Hunter L.L.C.
By: Rockrose Development L.L.C., as Agent

(Alyssa Brennan - Vice President)

Date

ADDENDUM TO ADVERSE CONDITIONS AGREEMENT

LEASE DATED: **August 27, 2021** OWNER: **43-25 Hunter L.L.C.**
TENANT: **Steven M. Choi and Hyun Chae Loh** (Jointly & Severally)
APARTMENT: **2702W** IN BUILDING AT **43-25 Hunter Street, LIC, NY 11101**

The adverse conditions consist of the conditions noted below, which (unless otherwise specified) are:

- ☒ Expected to last for the entire term of the Lease.

WORK WHICH MAY BE DONE

In the building **43-25 Hunter Street, LIC, NY 11101**

THIS WORK MAY INCLUDE:

- ☒ Other: **Construction in the building**

☒ **NOISE CONDITION(S):** The location of the Apartment is such that You may get steady or intermittent noise and/or vibration ("Noise") based upon **Construction**.

☒ **CONDITIONS CAUSED BY COMMERCIAL TENANT**

TENANT: **Commercial Tenant**

TYPE OF BUSINESS:

- ☐ Supermarket
- ☒ Other: _____

LOCATION OF BUSINESS:

- ☐ Directly below the Apartment
- ☐ Adjacent to the Apartment
- ☒ Other: _____

DISTURBANCES CAUSED BY COMMERCIAL TENANT:

- ☒ Noise, vibration and odors may emanate from their premises beginning in the early morning hours.
- ☐ Other: _____

☒ **CONDITIONS IN GENERAL VICINITY OF THE BUILDING**

- ☒ Construction and Demolition in the surrounding area of the building.
- ☐ Other: _____

☒ **OTHER CONDITION(S): Jackson Ave Retail**

421-A RIDER TO ROCKROSE STABILIZED LEASE AGREEMENTS FOR HAYDEN

LEASE DATED: August 27, 2021 OWNER: 43-25 Hunter L.L.C.
TENANT: Steven M. Choi and Hyun Chae Loh (Jointly & Severally)
APARTMENT: 2702W IN BUILDING AT 43-25 Hunter Street, LIC, NY 11101

You are about to sign and deliver to Owner a Lease or a Lease Renewal (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that:

I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION - 421-a
IT IS HEREBY UNDERSTOOD AND AGREED THAT THE APARTMENT IS MADE SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED, SOLELY BY VIRTUE OF THE BUILDING'S PARTICIPATION IN THE TAX BENEFIT PROGRAM UNDER SECTION 421-a OF THE REAL PROPERTY TAX LAW. PURSUANT TO SECTION 421-a OF THE REAL PROPERTY TAX LAW, THE APARTMENT SHALL REMAIN SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED, ONLY UNTIL THE EXPIRATION OF THE PERIOD OF THE BUILDING'S TAX BENEFITS ON 6/30/2043 OR THE EXPIRATION OF THE APPLICABLE PROVISIONS OF THE RENT STABILIZATION LAW, WHICHEVER IS EARLIER (THE "EXPIRATION DATE"). AFTER SUCH DATE, THE OWNER WILL NOT BE LEGALLY OBLIGATED TO RENEW YOUR LEASE. THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR THE APARTMENT, NOR WILL THE APARTMENT BE IN ANY OTHER WAY REGULATED BY THE RENT STABILIZATION LAW OR RENT STABILIZATION CODE.

IN ACCORDANCE WITH SECTION 421-a OF THE REAL PROPERTY TAX LAW AND SECTION 6-04(b) OF HPD'S REGULATIONS AND 2522.5(e)(2) OF THE RENT STABILIZATION CODE, THE PARTIES CONFIRM THE FOLLOWING: THE MONTHLY RENT PROVIDED IN THIS LEASE WILL BE INCREASED ANNUALLY, STARTING ON 7/1/2038, BY 2.2% OF THE MONTHLY RENT ACTUALLY CHARGED FOR THE APARTMENT AT THE COMMENCEMENT OF THE SECTION 421-a PHASE-IN PERIOD, WHICH WAS THE JULY 1, 2038 TO JUNE 30, 2043 TAX YEAR (THE "2.2% AMOUNT"). THAT IS, EACH JULY 1, COMMENCING IN THE JULY 1, 2038 TO JUNE 30, 2043 TAX YEAR, THE MONTHLY RENT FOR THIS APARTMENT WILL BE INCREASED BY THE 2.2% AMOUNT ON A CUMULATIVE BASIS (NOT TO EXCEED FOUR SUCH INCREASES). THESE 2.2% AMOUNTS ARE IN ADDITION TO ANY OTHER INCREASES THAT MAY BE PERMITTED UNDER SECTION 421-a OF THE REAL PROPERTY TAX LAW, THE APPLICABLE PROVISIONS OF THE RENT STABILIZATION CODE AND ANY REGULATIONS PROMULGATED PURSUANT THERETO, OR THIS LEASE.

IN ACCORDANCE WITH SECTION 421-a OF THE REAL PROPERTY TAX LAW AND SECTION 6-04(b) OF HPD'S REGULATIONS AND 2522.5(e)(2) OF THE RENT STABILIZATION CODE, IN THE EVENT THAT THE OWNER FAILS TO COLLECT A 2.2% AMOUNT IN ANY PARTICULAR YEAR, OR YEARS, SAID AMOUNTS MAY BE COLLECTED AT ANY LATER TIME, BUT PROSPECTIVELY ONLY. ON OR AFTER THE "EXPIRATION DATE" THE OWNER IS ENTITLED TO COLLECT AS ADDITIONAL RENT THE CUMULATIVE AMOUNT OF ADDITIONAL RENT LAST CHARGED TO YOU PRIOR TO THE "EXPIRATION DATE".

II. YOUR CONFIRMATION. By signing this Rider below, You confirm that You have read and understand this Rider, and that you agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

Steven M. Choi (Resident)

Date



Signed by Hyun Chae Loh
Fri Aug 27 2021 08:41:26 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (Resident)

Date

Owner: **43-25 Hunter L.L.C.**
By: **Rockrose Development L.L.C., as Agent**

(Alyssa Brennan - Vice President)

Date



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

Revision Date: September 2019

New York City LEASE Rider For Rent Stabilized Tenants

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

NOTICE

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

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

This Rider has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2019.

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

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

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

VACANCY LEASE RENT CALCULATION

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

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

Address: _____ Apt.# _____

1.

Previous Legal Regulated Rent

\$ _____
2.

Guideline increase based on (1 year) or (2 year) lease. Circle one. (_____ %) \$ _____

(**Note:** a guideline increase, if authorized by the Rent Guidelines Board, can only be taken once per guideline year)
3.

Individual Apartment Improvements (IAI)

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

Tenant Request for Documentation

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

Individual Apartment Improvements (IAI)

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

Items

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

- ☐

Complete Renovation (if this box is checked you are not required to check Individual Items)
- OR
- ☐

Individual Items

(Check all applicable items)
- ☐

Sink
- ☐

Shower Body
- ☐

Toilet
- ☐

Tub
- ☐

Plumbing
- ☐

Cabinets
- ☐

Vanity
- ☐

Floors and/or Wall Tiles
- ☐

Other (describe) _____
- Total Costs for Parts and Labor
- 3-A. \$ _____

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

- ☐ Complete Renovation (if this box is checked you are not required to check Individual Items)
- OR
- ☐ Individual Items
(Check all applicable items)
- ☐ Sink
- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Cabinets
- ☐ Plumbing
- ☐ Floors and/or Wall Tiles
- ☐ Counter Tops
- ☐ Other (describe) _____
- Total Costs for Parts and Labor
- 3-B. \$ _____

3-C. Other (check all applicable items)

- ☐ Doors
- ☐ Windows
- ☐ Radiators
- ☐ Light Fixtures
- ☐ Electrical Work
- ☐ Sheetrock
- ☐ Other (describe) _____
- Total Costs for Parts and Labor
- 3-C. \$ _____

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

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

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

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

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

4. New Legal Regulated Rent (sum of 1, 2 and 3-G) \$ _____
- *4A. Preferential Rent* (if charged) \$ _____
(enter 4 or 4A)
5. Air Conditioner Surcharges \$ _____
6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher) \$ _____
7. Ancillary Services charged (e.g., garage) \$ _____
8. Other (specify) _____ \$ _____
9. New Tenant's Total Payment \$

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

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

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

(D) ☐ Other(_____) \$ _____

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

Lease Rider for the housing accommodation:

43-25 Hunter Street 2702W
LIC, NY 11101


(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: **October 1, 2021** Lease End Date: **September 30, 2022**

Lease Dated: **August 27, 2021**

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

Steven M. Choi (*Tenant*) *Date*

 **Signed by Hyun Chae Loh**
Fri Aug 27 2021 08:42:15 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (*Tenant*) *Date*

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

Rockrose Development L.L.C., as Agent

(Alyssa Brennan - Vice President) *Date*

Section 3 - PROVISIONS

INTRODUCTION:

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

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

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

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

1. RENEWAL LEASES

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

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

2. VACANCY LEASES

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

3. SECURITY DEPOSITS

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

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

4. OTHER RENT INCREASES

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

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

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

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in the top 6 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the IAI.

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

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

restoring the rent.

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

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 1#2 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline increases that were previously compounded on a rent that included the MCI rent increase.

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

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

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

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

5. RENT REGISTRATION

(A)Initial

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

(B)Annual

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

(C)Penalties

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

6. RENEWAL LEASES

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

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

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

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

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

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

- (A)**the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;
- (B)**if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);

- (C)(1) if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law: a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law.

7. RENEWAL LEASE SUCCESSION RIGHTS

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

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

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

8. SERVICES

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

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

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

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

9. SUBLETTING AND ASSIGNMENT

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

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

Assignment of Leases

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

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may increase the rent as if the assignee was entering into a new lease

following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

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

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

10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE

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

Below are listed some but not all grounds for eviction:

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

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner's immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.
- (C) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

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

- (D) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (E) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

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

11. EVICTION WHILE THE LEASE IS IN EFFECT

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

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days' notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease.

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

12. COOPERATIVE AND CONDOMINIUM CONVERSION

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

13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM

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

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any

of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month’s rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and # 21.

14.SPECIAL CASES AND EXCEPTIONS

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

15.AIR CONDITIONER SURCHARGES

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

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

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

17.PREFERENTIAL RENT

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



18. LANGUAGE ACCESS:

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

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

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

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

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

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

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

19. FEES

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

Lawful fees:

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

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

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

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

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

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

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

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in DHCR’s Operational Bulletin 84-4 and DHCR Operational Bulletin 2005-1. Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

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

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

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

The \$20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed

along as a fee to the tenant.

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

Appendix

Some agencies which can provide assistance

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

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

Queens

92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan

25 Beaver Street
New York, NY 10004

Upper Manhattan

163 West 125th Street
New York, NY 10027

Bronx

One Fordham Plaza
Bronx, NY 10458

Brooklyn

55 Hanson Place
Brooklyn, NY 11217

Attorney General of the State of New York - www.ag.ny.gov

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

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

Real Estate Financing Bureau

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

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


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

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, **43-25 Hunter L.L.C.** (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.

Rockrose Development L.L.C., as Agent

<hr/>		<hr/>	
Steven M. Choi (<i>Tenant</i>)	<i>Date</i>	(Alyssa Brennan - <i>Vice President</i>)	<i>Date</i>
<hr/>			
<div><div>Signed by Hyun Chae Loh Fri Aug 27 2021 08:43:19 PM EDT Key: 060F8C5C; IP Address: 207.172.165.79</div></div>			
<hr/>		<hr/>	
Hyun Chae Loh (<i>Tenant</i>)	<i>Date</i>		

SMOKE-FREE LEASE RIDER

Rider attached to and forming part of Lease dated the **27th** day of **August 2021**, for a between **Rockrose Development L.L.C.** with offices at **15 East 26th Street 7th Floor, New York, NY 10010** as agent **43-25 Hunter L.L.C.**, (hereinafter referred to as "Landlord"), and **Steven M. Choi and Hyun Chae Loh**, (hereinafter referred to as "Tenant") for apartment number **2702W** in the building known as **Hayden**, located at **43-25 Hunter Street, LIC, NY** (hereinafter referred to as the "subject premises").

Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe, electronic cigarette, hookah or other tobacco product or similar lighted product in any manner or in any form. The term "smoking" also includes the inhaling of a lighted marijuana cigarette or other apparatus.

Smoke-Free Building. Tenant agrees and acknowledges that the subject premises to be occupied by Tenant and members of Tenant's household has been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the subject premises rented by Tenant, or in the building in which the subject premises is a part, or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into Tenant's unit from outside of the subject premises. ("second-hand smoke"). The State and City of **Long Island City** have enacted legislation specifically recognizing the health dangers inherent in environmental tobacco smoke, commonly known as "second-hand smoke". Tenant acknowledges and understands that causing the infiltration of second-hand smoke into the common areas of the building and/or into other apartments in the building, may constitute a nuisance and health hazard and be a material infringement on the quiet enjoyment of the other tenants in the building. For the foregoing reasons, Tenant acknowledges and agrees that the prevention by Tenant, its invitees and guests, of smoking in the building and of the infiltration of second-hand smoke into the common areas of the building and/or into other apartments in the building is OF THE ESSENCE to this Lease, and Tenant covenants and agrees to take all measures necessary, at its own cost and expense, to prevent second-hand smoke from emanating from Tenant's apartment and infiltrating the common areas of the building and/or into other apartments in the building. Tenant's failure to promptly cease and desist from causing or permitting second-hand smoke to emanate from the apartment, is a substantial and material default of Tenant's covenants under this Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity, including but not limited to terminating the Lease and commencing a summary proceeding to evict the Tenant from the apartment. Tenant agrees that in the event Landlord commences any proceeding or action for possession, including a summary proceeding for possession of the apartment, Tenant will not interpose any defense or counterclaim alleging that the building's distribution ductwork, common walls, radiators, piping and other elements of the building are insufficient to prevent the infiltration of second-hand smoke into the common areas of the building and/or into other apartments in the building or that Landlord's maintenance of the foregoing was inadequate.

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

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

Third Party Beneficiaries. Tenant agrees that the other tenants at the building are the third-party beneficiaries of Tenant's Smoke-Free Lease Rider agreement with Landlord, meaning that Tenant's commitments in this Rider are made to the other tenants in the building as well as to the Landlord. A tenant may sue another tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another tenant. Any suit between tenants herein shall not create a presumption that the Landlord breached this Rider.


Effect of Breach and Right to Terminate Lease. A material breach of this Rider by the Tenant shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord. Tenant acknowledges that irreparable damage to Landlord might result if these covenants and agreements are not specifically enforced; and therefore that in addition to all other rights and remedies of Landlord as provided in this Lease these covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any withholding of rent by tenants of the building, and reasonable attorneys' fees and disbursements incurred by Landlord in connection with any litigation or negotiations with Tenant or any other tenants of the building with respect to the foregoing. Tenant also agrees to reimburse Landlord for any costs or expenses incurred by Landlord to mitigate or remedy the infiltration of second-hand smoke into the common areas of the building and/or into other apartments in the building, which emanates from Tenant's apartment. All of the foregoing shall be payable to Landlord as additional rent. The failure by Landlord to respond to a complaint filed by a tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant.

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

Hayden

under the Lease.

For Existing Tenants – Lease Renewals Only. At the time leases are renewed, existing rent stabilized tenants are being afforded the option to agree not to smoke in their apartment. Tenant understands that this is an option that is available to all rent stabilized tenants in the building at the time they renew their leases. Tenant hereby agrees not to smoke in his/her apartment. Please signify your agreement/disagreement by placing your initials next to the appropriate statement below.


_____  I agree not to smoke in my apartment.

_____ I do not agree not to smoke in my apartment.

Rockrose Development L.L.C., as Agent

Steven M. Choi (Tenant) Date

(Alyssa Brennan - Vice President) Date

 **Signed by Hyun Chae Loh**
Fri Aug 27 2021 08:43:30 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (Tenant) Date

NOTICE DISCLOSING TENANTS' RIGHTS TO
REASONABLE ACCOMMODATIONS FOR PERSONS WITH
DISABILITIES

Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling **(718) 606-1983**, or by e-mailing HaydenFrontDesk@rockrose.com. You will need to show your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider.

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

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

- Permission to change the interior of your housing unit to make it accessible;
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

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

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

Required Accessibility Standards

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


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

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

How to File a Complaint

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

Rockrose Development L.L.C., as Agent

Steven M. Choi (Tenant)	Date	(Alyssa Brennan - Vice President)	Date
<div>Signed by Hyun Chae Loh Fri Aug 27 2021 08:43:43 PM EDT Key: 060F8C5C; IP Address: 207.172.165.79</div>			
Hyun Chae Loh (Tenant)	Date		

PET RIDER/LEASE MODIFICATION AGREEMENT

CURRENT DATE: August 27, 2021 DATE OF MOST RECENT RENEWAL:

LEASE DATED: August 27, 2021 OWNER: 43-25 Hunter L.L.C.
TENANT: Steven M. Choi and Hyun Chae Loh (Jointly & Severally)
APARTMENT: 2702W IN BUILDING AT 43-25 Hunter Street, LIC, NY 11101

FEE: \$0.00 PER MONTH START DATE: October 1, 2021

You have requested that Owner allow You to keep a pet in the Apartment on the terms and conditions described in this Agreement. You understand that the Owner's consent to You having a pet in the Apartment is purely an accommodation by the Owner which may be revoked; it is not a service provided by the Owner and the monthly fee for this accommodation is not included as part of the legal regulated rent. Accordingly, in order to induce Owner to allow a pet, You covenant and agree, for yourself, your successors and assigns, that the Lease described above is supplemented as follows:

1. You acknowledge, represent and agree that the only pet(s) that You will have in the Apartment are as described below and that You will abide by all of the terms and conditions of the Lease relating to pet(s), including, without limitations, provisions of the Building Rules.

Pet Descriptions			
Sex: male	Type: cat	Color: Brown	Breed:
Name: David		Age: 5 months	Weight: 5lbs
Sex: female	Type: cat	Color: Brown	Breed:
Name: Alexis		Age: 5 months	Weight: 5lbs

2. Except as may be provided by a non-waivable provision of law: (a) Only the pets described in this Document will be permitted in the Building, and Owner may revoke Owner's permission allowing for these pets; (b) There shall be no replacement or substitution of any pet without Your obtaining Owner's prior written consent; and (c) Notwithstanding any provision of this Document to the contrary, Owner may, in its discretion, revoke its consent to allow a pet if such pet shall at any time exceed **50 pounds** in weight.
3. Beginning on the Start Date, if Your pet is a dog You will be required to pay Owner the Fee set forth above on a monthly basis.
4. You represent that if your pet is a dog, it is not one of the following breeds, or a mixed breed containing any of the following breeds: **Pit bull, Rottweiler, Doberman Pincher, German or Beligan Shepherd, Akita, or a breed prone to vicious nature.** or a breed prone to vicious nature.
5. You represent that said pet is peaceful in nature and will not present a threat or danger to other people or animals and has no history of being a threat or danger to other people or animals.
6. You must provide the Landlord with current and valid vaccination documentation and agree to keep said pet licensed, have appropriate yearly shots and adhere to all local laws pertaining to said animal.
7. You agree to keep said pet from being a noise disturbance, health hazard or nuisance to any other tenants in the building.
8. You agree to keep said pet leashed and/or carried at all times while in the hallways, lobbies, elevators and all public areas of the building and grounds. Dogs are never allowed in or on the building's lounges, courtyards, laundry rooms, roof decks and penthouse areas.
9. In the event said pet creates a nuisance or is determined by the Landlord to be the cause of any such complaint and said complaint is found to be legitimate, then upon Landlord's written demand to You, You shall promptly and permanently remove said pet from the apartment and not allow it to return.
10. You agree to be held fully legally and financially solely liable for any damage done to the apartment, building, public areas, or to any other tenants, visitors, or employees and/or agents of Landlord by said animal.
11. Only **2** dog is allowed per apartment. If You see that other tenants in the building have more than **2** dog, You acknowledge that this does not entitle you to have more than **2** dog.
12. If you engage a dog walker to enter the building for the purposes of walking the dog, You acknowledge that said dog walker is bound by all of the rules and regulations proscribed


Hayden

herein. Additionally, You are responsible to ensure that any dog walker who is attending to the dog covered by this agreement is expressly prohibited from bringing any dog(s) that does not live in the building into the building at any time.

YOU HAVE READ THIS DOCUMENT CAREFULLY AND HAVE SIGNED IT VOLUNTARILY, AFTER HAVING HAD THE OPPORTUNITY TO ENGAGE IN NEGOTIATIONS WITH OWNER AND TO CONSULT WITH A LAWYER.

If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

Steven M. Choi (Resident) Date



Signed by Hyun Chae Loh
Fri Aug 27 2021 08:43:58 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (Resident) Date

Owner: 43-25 Hunter L.L.C.
By: Rockrose Development L.L.C., as Agent

(Alyssa Brennan - Vice President) Date

RENT ABATEMENT AGREEMENT

LEASE DATED: August 27, 2021
CURRENT LEASE EXTENSION DATED: _____
OWNER: 43-25 Hunter L.L.C.
TENANT: Steven M. Choi and Hyun Chae Loh
APARTMENT 2702W AT 43-25 Hunter Street #2702W, LIC, NY 11101.
GUARANTOR(S) (if any):

☐ LEASE EXTENSION (APPLICABLE IF BOX IS CHECKED)

Extension Period End Date: _____

ADVERSE CONDITIONS

☐ IF THIS BOX IS CHECKED, THE TERM "ADVERSE CONDITIONS" IS DEFINED IN AN "ADVERSE CONDITIONS AGREEMENT" OF EVEN DATE, WHICH IS A PART OF AND IS MODIFIED BY THIS RENT ABATEMENT AGREEMENT.

AMOUNT AND PERIOD OF RENT ABATEMENT

MONTHLY RENT PURSUANT TO THE LEASE: \$3,626.39 THE ABATEMENT SHALL CONSIST OF A ONE-TIME CREDIT OF \$3,626.39 TO BE APPLIED AGAINST RENT FOR THE MONTH OF SEPTEMBER 1, 2022 SO THAT THE RENT PAYMENT FOR SAID MONTH, AFTER THE ABATEMENT, WILL BE \$0.00

☒ IF THIS BOX IS CHECKED, THE TERM "ADVERSE CONDITIONS" MEANS:

- ☐ The general conditions of the rental market or economy.
- ☒ Other (specify): Covid 19

1. Lease Extension. If an "Extension Period End Date" is specified above,
- 1.1. Lease Extended. The Lease is hereby extended from its current expiration date to and including the Extension Period End Date indicated above, at the Monthly Rent Pursuant to the Lease specified above, and on the same terms and conditions as are contained in the Lease, except as amended by this Agreement.
 - 1.2. Guaranty. If any Guarantor(s) are named above, the Guarantor(s) must sign below to confirm that the existing Guaranty is modified so as to cover Your obligations under the Lease, as modified by this Agreement and extended through the Extension Period End Date, and that the Guaranty, as so modified and extended, remains in full force and effect.
 - 1.3. Acknowledgment of Receipt of Fire Safety Plan. By signing below, You acknowledge having received a copy of, read and understand the fire safety plan for the Building; You will keep at all times Your copy of the fire safety plan in an easily accessible place in the Apartment. You also acknowledge that there is a fire safety notice attached to the inside of the door to the Apartment. You must not tamper with or remove this notice.
2. Temporary Rent Abatement.
- 2.1. Rent Abatement In General. You shall be entitled to the Rent Abatement for the Rent Abatement Period indicated above, on the terms set forth in this Agreement. The Rent Abatement reduces the Rent for the Apartment to an amount which is less than the current market rent for the Apartment due to the Adverse Conditions indicated above. The Rent Abatement is provided to You solely because of the Adverse Conditions indicated above.
 - 2.2. Abatement Is Temporary. There is no assurance or agreement that Owner will grant You a Rent Abatement in the future, even if warranted by continuing Adverse Conditions at that time. The Rent Abatement shall not apply before or after the Rent Abatement Period, nor will it extend into any Lease renewal or extension of the Lease, or any period that the Lease is assigned or the Apartment sublet (except as may be required by a non-waivable provision of the Rent Stabilization Law or Code (the "RSL") if the RSL applies to the rental of the Apartment). The Rent Abatement will not affect the required amount of Your security deposit.
 - 2.3. No Abatement On Default. In the event of any dispossession or other legal proceedings for non-payment of rent or breach of the Lease, the action will be taken based on (and You will be fully responsible for payment of) the Current Monthly Rent without the Rent Abatement.
3. Provisions Relating To Rent Stabilization. If the RSL applies to Your rental of the Apartment, then, except as may be required by a non-waivable provision of the RSL: (a) for the purposes of computing future Lease renewal increases pursuant to the RSL, the monthly rental reserved in the Lease (without taking the Rent Abatement into account) shall be the rent upon which all future rent increases are based; and (b) the Apartment will be

appropriately registered with the New York State Division of Housing and Community Renewal ("DHCR") at the monthly rental reserved in the Lease and (c) the Rent Abatement shall in no way affect the lawful stabilized base rent for the Apartment as registered

4. **Confidentiality.** Notwithstanding any provision hereof to the contrary, unless limited or prohibited by a non-waivable provision of law:

- 4.1. **Loss of Abatement.** You will forfeit the Rent Abatement (and shall refund to Owner, on demand, the amount of the Rent Abatement that may have been given to You), (a) if You discuss the Rent Abatement with anyone, unless You have Owner's written consent or You are required to do so by law and (b) during any period in which You are in violation of these Rent Abatement Provisions; or (c) if the Rent Abatement, or any part of these Rent Abatement Provisions, is determined by any court having jurisdiction as being void as contrary to public policy.
- 4.2. **Effect of Breach.** Your obligations under these Rent Abatement Provisions are material obligations on Your part; and Your non-compliance with any provision of this document shall be considered a material breach of the Lease by You. [.3] Without limiting Owner's other rights and remedies, such a breach will entitle Owner to terminate the Lease and hold You responsible for monetary or other damages.

5. **Adverse Conditions.**

- 5.1. **General Provisions.** You acknowledge that [.1] the benefits of the Rent Abatement outweigh the Adverse Conditions and its effect on You and other occupants of the Apartment, and [.2] the Rent Abatement reflects, and is in consideration of Your renting and/or continuing in occupancy of the Apartment despite, the Adverse Conditions and its impact on You and other occupants and the Apartment and [.3] the Rent Abatement is in full satisfaction of Your claims, if any, under the statutory warranty of habitability.
- 5.2. **Adverse Conditions Agreement.** If this document is part of and modifies an Adverse Conditions Agreement, [.1] You acknowledge that the representations made by You in the Adverse Conditions Agreement are a material inducement to Owner to abate the rent as provided in this Agreement. [.2] the Rent Abatement Period set forth above is based on Owner's estimate of when the Adverse Conditions will begin to have an adverse impact on You and other occupants of the Apartment and when such impact will end. If Owner determines that the adverse impact on You and other occupants of the Apartment will start later or end sooner than the dates indicated above, Owner may, by notice to You, specify a later date for the commencement of and earlier date for termination of the Rent Abatement Period. The Rent Abatement will be pro-rated for any Abatement Period that is less than a full calendar month.

6. **Miscellaneous.** YOU HAVE READ THIS DOCUMENT CAREFULLY AND HAVE SIGNED IT VOLUNTARILY, AFTER HAVING HAD THE OPPORTUNITY TO CONSULT WITH A LAWYER. If more than one person is a Tenant under the Lease, each Tenant signing below, acknowledges, represents and agrees with the foregoing.

Steven M. Choi (Resident)

Date



Signed by Hyun Chae Loh
Fri Aug 27 2021 08:44:05 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (Resident)

Date

Owner: 43-25 Hunter L.L.C.
By: Rockrose Development L.L.C., as Agent

(Alyssa Brennan - Vice President)

Date

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

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

Name of tenant(s): Steven M. Choi and Hyun Chae Loh
Lease Premises Address: 43-25 Hunter Street, LIC, NY 11101
Apartment Number: 2702W (the "Leased Premises")
Date of Lease: October 1, 2021

CHECK ONE:


1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.
- A. The last date on which the Sprinkler System was maintained and inspected was on 8/12/2020.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Steven M. Choi (Tenant) Date

 Signed by Hyun Chae Loh
Fri Aug 27 2021 08:44:20 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (Tenant) Date

Rockrose Development L.L.C., as Agent

(Alyssa Brennan - Vice President) Date

ANNUAL NOTICE REGARDING INSTALLATION OF
STOVE KNOB COVERS

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


PLEASE COMPLETE THIS FORM BY CHECKING THE APPROPRIATE BOX, FILLING OUT THE INFORMATION REQUESTED, AND SIGNING.

Please return the form to the owner at the address provided by October 1, 2021:

- ☐ **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.

Steven M. Choi (*Tenant*)

Date

 **Signed by Hyun Chae Loh**
Fri Aug 27 2021 08:44:25 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Hyun Chae Loh (*Tenant*)

Date

Print Name, Address, and Apartment Number:
Steven M. Choi and Hyun Chae Loh
43-25 Hunter Street #2702W, LIC, NY 11101

Return this form to (Owner address):
15 East 26th Street 7th Floor, New York, NY 10010

PREFERENTIAL RENT AGREEMENT FOR ROCKROSE LEASE

LEASE DATED: **August 27, 2021** OWNER: **43-25 Hunter L.L.C.**
TENANT: **Steven M. Choi and Hyun Chae Loh** (Jointly & Severally)
APARTMENT: **2702W** IN BUILDING AT **43-25 Hunter Street, LIC, NY 11101**

☒ **FOR A 1 YEAR LEASE:**
MONTHLY RENT PURSUANT TO THE LEASE: **3,626.39**
PREFERENTIAL MONTHLY RENT: **3,626.39**
SECURITY DEPOSIT PURSUANT TO THE LEASE **3,572.80**
ADDITIONAL SECURTY DEPOSIT REQUEST: **53.59**
CURRENT LEASE EXPIRATION DATE: **September 30, 2021**
EFFECTIVE DATE OF PREFERENTIAL MONTHLY RENT **October 1, 2021**
TERMINATION DATE OF PREFERENTIAL MONTHLY RENT **September 30, 2022**

☐ **FOR A 2 YEARS LEASE:**
MONTHLY RENT PURSUANT TO THE LEASE: **3,662.12**
PREFERENTIAL MONTHLY RENT: **3,662.12**
SECURITY DEPOSIT PURSUANT TO THE LEASE **3,572.80**
ADDITIONAL SECURTY DEPOSIT REQUEST: **89.32**
CURRENT LEASE EXPIRATION DATE: **September 30, 2021**
EFFECTIVE DATE OF PREFERENTIAL MONTHLY RENT **October 1, 2021**
TERMINATION DATE OF PREFERENTIAL MONTHLY RENT **September 30, 2023**

REASONS FOR GRANTING PREFERENTIAL RENT:
☐ General conditions in the rental market or economy in general.
☐ Other [specify]: _____

You and Owner are parties to a Lease (such Lease, as renewed and amended, the "Lease") for the above-referenced Apartment. For the reasons indicated above, You have requested, and Owner has agreed to accept, a reduced rent for the Apartment (the "Rent Reduction"), subject to and on the terms and conditions set forth in this Agreement. Accordingly, You and Owner agree as follows:

1. **Preferential Rent.**

- 1. **Rent Reduction.** Instead of the Monthly Rent and Security Deposit for the Apartment indicated above, the monthly rent and the Security Deposit for the Apartment is temporarily reduced to the "Preferential Rent" and "Preferential Security Deposit" indicated above. The Preferential Rent and Preferential Security Deposit will apply beginning on the "Effective Date" and end on the "Termination Date" indicated above. In addition, if the "One-Time Credit" Box is checked, Owner is granting You a one-time rent abatement in the amount and for the month or months indicated above. You acknowledge and understand that this rent reduction and reduction in the security deposit (and any one-time credit) is temporary.
- 2. **If You Default.** In the event of any dispossession or other legal proceedings for non-payment of rent or breach of the Lease, the action will be taken based on (and You will be fully responsible for payment of) the Monthly Rent and Security Deposit indicated above rather than on the Preferential Rent and Preferential Security Deposit.

2. **Rent Stabilization.** As a condition to Owner's agreeing to the Preferential Rent, You acknowledge and agree that:

- 1. **Preferential Rent Due Solely To Market Conditions.** If the Rent Stabilization Law or Code (the "RSL") applies to the rental of the Apartment, the Preferential Rent is less than the legal regulated rent for the Apartment. The Preferential Rent is provided to You solely for the reasons indicated above. There is no assurance or agreement that Owner will grant You a rent reduction or preferential rent in the future even if warranted by market or other conditions at that time;
- 2. **Lease Renewals.** The legal regulated monthly rent (without taking the Preferential Rent into account) shall be the rent upon which all future rent increases and lease renewals will be based;
- 3. **Rent Registration.** The Apartment will be appropriately registered with the New York State Division of Housing and Community Renewal ("DHCR") at the legal regulated monthly rental (without giving effect to the Preferential Rent);
- 4. **Legal Regulated Rent.** The Preferential Rent shall not affect the legal regulated rent for the Apartment pursuant to the RSL. If the term of the Lease ends after the Termination Date, You will be required to pay the legal regulated rent for the Apartment (and the increased security deposit) from and after the Termination Date. If the term of the Lease ends on the Termination Date, Owner reserves the right at the end of the term of the

If more than one person is a Tenant under the Lease, each Tenant signing below, acknowledges, represents and agrees with the foregoing.

Signed by Hyun Chae Loh
Fri Aug 27 2021 08:44:36 PM EDT
Key: 060F8C5C; IP Address: 207.172.165.79

Date _____

Owner: 43-25 Hunter L.L.C.
By: Rockrose Development L.L.C., as Agent

Date _____

LIABILITY INSURANCE MEMORANDUM



From: **43-25 Hunter L.L.C.**
C/O Rockrose Development L.L.C., as agent
15 East 26th Street 7th Floor, New York, NY 10010

Re: Certificate of Liability Insurance - Move-in/ Move-out

Dear Sir or Madam:

Please be advised that the Rockrose Development Corp. requires a properly completed Certificate of Liability Insurance from **each moving company** at least one (1) week **BEFORE** the mover is allowed to commence any scheduled move-ins or move-outs.

A minimum of One Million Dollars (\$1,000,000) is required for General, Aggregate, Personal & Adv. Injury, and Each Occurrence. **A minimum of Five Million Dollars (\$5,000,000)** is required for excess/Umbrella liability coverage. Workers compensation insurance coverage amount must adhere to statutory limits.

The certificate of Liability Insurance should be completed individually for each entity as follows:

Certificate Holder(s): **43-25 Hunter L.L.C.**
C/O Rockrose Development L.L.C., as agent
15 East 26th Street 7th Floor
New York, NY 10010

Description: **Location: 43-25 Hunter Street, Long Island City, NY 11101**
Please include apartment number, a date of move and indicate whether it's move-in or move-out.
43-25 Hunter L.L.C., as additional insured
Rockrose Development L.L.C., as additional insured

Fax or email completed Certificate of Liability Insurance to: **Patrick Long at 718-606-6670**
Haydenfrontdesk@rockrose.com

Mail original Certificate of Liability Insurance to: **43-25 Hunter L.L.C.**
c/o Rockrose Development L.L.C., as agent
43-25 Crescent Street
Long Island City, NY 11101

If you have any questions, please call **Patrick Long** at **718-606-1983**.

ROCKROSE DEVELOPMENT CORP.
OWNER • MANAGER • DEVELOPER
SINCE 1970

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 paper bags



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**.