

Preferential Rent Addendum

Landlord: 31 AVE, LLC
Unit: 31-10 23 ST APT 3I ASTORIA, NY
Tenants: AUDREY APONTE & RYAN DEUSSING

Lease Term Begins: 08/01/2016
Lease Term Ends: 07/31/2017
Legal Rent: 1 year \$3,424.95

Preferential Rent: \$2,200.00 (Only Applicable for the abovementioned term)

Security Deposit: \$2,150.00
Additional Security Needed: \$50.00

You are agreeing to a "Preferential Rent" for the term of the lease only. The "Preferential Rent" is no way implied to your tenancy and only applies to the lease terms described above.

This offer is made to you in confidence as is not to be advertised or shared with neighbors, perspective tenants or any parties that may have a potential financial interest. Any violation of this would be grounds for termination of the Preferential Rent. Furthermore any material violation of the lease will result in the discontinuance of the Preferential Rent and result in the Full Legal Rent Due.

Dated: 2016-07-27 Tenants: 
AUDREY APONTE

Dated: 2016-07-27 Tenants: 
RYAN DEUSSING

Dated: _____ Landlord: _____
31 AVE, LLC

FROM:
31 Ave, Llc
124-19 Metropolitan Avenue
Kew Gardens, NY 11415

TO:
Ms. AUDREY APONTE
Mr. RYAN DEUSSING
31-10 23 Street Apt:3I
Astoria, NY 11106

RENEWAL LEASE NOTICE

Premises: 31-10 23 Street, Astoria, NY 11106, Apt/Unit No: 3I
Current Lease Expires: 07/31/2016 Current Rent: \$2150.00

Dear Ms. Audrey Aponte Mr. Ryan Deussing:

According to our records your lease expires as indicated above. We are offering to renew your lease for the rental term and rates as indicated below. If you desire to renew your lease, check YES below and enter the number of years. If you will be moving and not renewing your lease, check the NO box. PLEASE SIGN AND RETURN THE FORM TO OUR OFFICE.

NEW MONTHLY RENT FOR 1 YEAR LEASE RENEWAL: \$ 3,424.95

NEW MONTHLY RENT FOR 2 YEAR LEASE RENEWAL: \$ 3,491.97

☒ YES PLEASE RENEW MY LEASE FOR 1 YEAR(S) AT THE NEW RENT ABOVE.

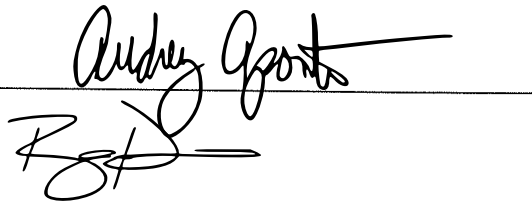
☐ NO. DO NOT RENEW MY LEASE. I WILL BE MOVING.

Very truly yours,
31 Ave, Llc
Dated: April 20, 2016

Accepted and Agreed by Tenant. Please sign below:

Ms. Audrey Aponte

Mr. Ryan Deussing



Accepted and Agreed by Owner: 31 Ave, Llc

By: Authorized Representative

Dated:

Note: This agreement is not valid unless received by the owner on or before 60 days before the lease expiration date above, AND, This agreement is not valid unless and until the Owner signs and returns one copy to the Tenant.

PLEASE TAKE NOTICE PURSUANT TO SECTION 231-A OF THE NEW YORK REAL PROPERTY LAW THAT THE BUILDING AND THE APARTMENT YOU ARE LEASING DO NOT CONTAIN A MAINTAINED AND OPERATIVE SPRINKLER SYSTEM.

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: APRIL 20 2016

Tenant's Name(s) and Address:

AUDREY APONTE & RYAN DEUSSING

31- 10 23 ST

APT# 31

ASTORIA, N.Y. 11106.

Owner's /Agent's Name and Address:

31 AVE, LLC

124-19 METROPOLITAN AVE

KEW GARDENS, N.Y. 11415.

1. The owner hereby notifies you that your lease will expire on: 7 / 31 / 2016

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 | \$ 3,351.23 | (0 %) \$ 0 | \$ 73.72 | \$ | \$ 3,424.95 |
| 2 Years | Same as above | (2 %) \$ 67.02 | \$ 73.72 | \$ | \$ 3,491.97 |

* 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.

3. Security Deposit:

Current Deposit: \$ 2,150

Additional Deposit Required - 1 year lease: \$ 1,274.95

Additional Deposit Required - 2 year lease: \$ 1,341.97

4. Specify separate charges, if applicable:

a. Air conditioner: \$

c. 421a (2.2%): \$ 73.72

Total separate charges: \$ 73.72

b. Appliances: \$

d. Other: \$

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

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

7. This renewal lease shall commence on AUGUST 1, 2016, 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 JULY 31, 2017 (1 year lease) or JULY 31, 2018 (2 year 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.

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 one (1) year renewal lease at a monthly rent of \$, plus separate charges of \$ for a total monthly payment of \$.

☐ I (we), the undersigned Tenants(s), accept the offer of a two (2) year renewal lease at a monthly rent of \$, plus separate charges of \$ for a total monthly payment of \$.

☐ I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease.

Tenant's Signature(s):

AUDREY APONTE & RYAN DEUSSING

Dated: 20

Dated: 20

Owner's Signature(s):

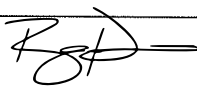
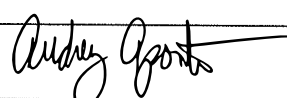
31 AVE, LLC

Tax Benefits Rider for 421-a Without Regard to Tenant Income

Expiration of Rent Stabilization and Emergency Tenant Protection Act Coverage

The Apartment is made subject to The Rent Stabilization Law or The Emergency Tenant Protection Act of 1974 solely because of the building's participation in the tax benefits program under New York State Real Property Tax Law §421-a. Under that law, The Apartment shall remain subject to such law until the expiration of the building's tax benefits on or about 6/30/2024 or the expiration of the applicable provisions of the Rent Stabilization Law or The Emergency Tenant Protection Act of 1974, whichever is first. When the tax benefits under New York State Real Property Tax Law §421-a and the lease then in effect both expire, the Landlord may charge an unregulated rent for The Apartment. At that time, the Landlord will not be legally required to provide a renewal lease. Any renewal lease The Landlord gives at that time, will be at a rent not regulated by law.

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|----------------------------------|--|
| The Landlord's Signature: | |
| Date: | |

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|--------------------------------|--|
| The Tenant's Signature: | |
| Date: 2016-07-27 |  |
| The Tenant's Signature: | |
| Date: 2016-07-27 |  |