

RECURRING DEBIT AUTHORIZATION FORM

I (we) hereby authorize **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)**, to initiate debit entries to my (our) account indicated below on the 1st of each month, and to debit or credit the same such account. If this item is returned unpaid, I authorize an additional return item fee **\$50.00** NSF fee + late fee penalty per the lease agreement to be charged to this account.

Checking or Savings Account	
Type of Account (check one): ☐ Checking ☐ Savings	Deposit Financial Institution Name:
Name on Account:	
Routing Number:	Account Number:
ACH Start Date:	Building and Apartment #:
☐ RENT: Same amount to be debited each month \$ _____	
☐ ELECTRIC: Full amount of electric charges to be debited each month (yes or no) _____	
☐ STORAGE: Full amount of storage charges to be debited each month (yes or no) _____	
☐ BIKE STORAGE: Full amount of bike storage charges to be debited each month (yes or no) _____	

This authorization is to remain in full force and effect for the number of payments authorized above or until **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)** has received written notification from me (or us) of its termination, in such time and such manner as to afford **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)**, a reasonable opportunity to act on it.

Name:	Contact #:	Email Address:
Address:	Drivers Lic./ID #:	State:

Sample Applicant (Tenant)

Date

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.		
Name (as shown on your income tax return) Sample Applicant				
Business name/disregarded entity name, if different from above				
Check appropriate box for federal tax classification (required): ☒ Individual/Sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) _____ ☐ Other (see instructions)		☐ Exempt payee		
Address (number, street, and apt. or suite no.) 63 Wall Street #202		Requester's name and address (optional)		
City, state, and ZIP code New York, New York 10005				
List account number(s) here (optional)				
Part I Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.				
		Social security number 9 9 9 9 9 9 9 9 9		
		or Employer identification number 		
Part II Certification				
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).				
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.				
Sample Applicant (Signature of U.S. Person) Date				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. </td> <td style="width: 50%; vertical-align: top;"> Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity, • The U.S. grantor or other owner of a grantor trust and not the trust, and • The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust. </td> </tr> </table>			General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.	Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity, • The U.S. grantor or other owner of a grantor trust and not the trust, and • The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.	Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity, • The U.S. grantor or other owner of a grantor trust and not the trust, and • The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.			

STANDARD FORM OF LEASE AGREEMENT

This lease contains the agreements between You and the landlord of the building known as and located at **63 Wall Street, New York, NY 10005** concerning Your rights and obligations and the rights and obligations of Landlord.

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Landlord sign this Lease, You and Landlord will be presumed to have read it and understood it. You and Landlord admit and represent that all agreements between You and Landlord have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on **September 9, 2011** between **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)**, As Agent For the landlord ("Landlord"), whose address is **20 Exchange Place, 11th Floor, New York, NY 10005**, and You, the Tenant(s), **Sample Applicant** whose addresses are: **1234 MAIN STREET, New York , NY 10019**.

- 1. APARTMENT AND USE.** Landlord agrees to lease to You apartment **202** (the "Apartment") in the building at **63 Wall Street**, Borough of **Manhattan**, City and State of New York (the "Building"). You shall use the Apartment for residential use only. The Apartment may be occupied by the tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law §235-f. An occupant may use up to forty-nine (49%) percent of the total floor area of the apartment for a "home occupation", incidental and secondary to the residential use of the apartment in compliance with the requirements of Sections 12-10 of Article 1, Chapter 2 and Section 15-13(b) of Article 1, Chapter 5 of the Zoning Resolution of the City of New York. If the apartment is used for "home occupation", no patients, clients, or other invitees shall be permitted to wait in the lobby, public hallway or vestibule of the Building.
- 2. LENGTH OF LEASE.** The term (that means the length) of this Lease is **1 year** beginning on **August 5, 2011** and ending on **August 4, 2012** (the "Term"). If you do not do everything You agree to do in this Lease, Landlord may have the right to end the Lease before ending date. The ending date of the lease term will not change in the event Landlord is unable to give possession as of the beginning of the Lease. The rent shall be prorated based on the date You are given possession.
- 3. RENT.** Your monthly rent for the Apartment is **\$2,000.00**. You must pay Landlord the rent, in advance, on the **1st** day of each month either at Landlord's office or at another place that Landlord may inform You of by written notice. You must pay the first month's rent to Landlord when You sign this Lease if this Lease begins on the first day of the month. If this Lease begins after the first day of the month, You must pay when you sign this Lease: (a) the part of the rent from the beginning date of this Lease until the last day of the month and (b) the full rent for the next full calendar month. You will pay the rent as it shall become due, without any deductions, unless permitted by law. If rent is not received by noon on the **5th** day of the month or if the rent check is returned unpaid to the Landlord and payment is not thereafter made prior to the **5th** day of the month, in addition to all other remedies available to Landlord hereunder, you shall pay an additional **\$100.00** to the Landlord as a late charge. If the rent check is returned unpaid, in addition to all other remedies available to Landlord hereunder, you shall pay an additional **\$50.00** as an insufficient funds fee (such insufficient funds fee shall be in addition to a late fee, if applicable). If two unpaid checks are returned to the Landlord, in addition to all other remedies available to Landlord hereunder, You are required to submit all future monthly payments via certified or bank check. Landlord's acceptance, endorsement, deposit or negotiation of the check, money order, or other form of payment with writing, notations, statements or other markings written on the front or back of any such check, money order, or other form of payment will not be considered an acceptance of the conditions on the check or payment and the Landlord may accept the check or payment as if the writing, statement, notification did not exist. The Landlord's acceptance of the check from a person or entity not on the Lease will not be considered acceptance of the party either as an occupant or a party to the Lease. You acknowledge and agree that Landlord may from time to time offer various incentives to tenants in connection with new or renewal leases or otherwise in connection with their tenancy and that such offers to other tenants will have no effect on this Lease.
- 4. SECURITY DEPOSIT.** You are required to give Landlord the sum of **\$2,000.00** when you sign this Lease as a security deposit, which is called in law a trust. Landlord will deposit this security in **Capital One Bank** at **176**

Broadway, New York, NY 10038. If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Landlord or the bank will pay to Landlord 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit. If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Landlord in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty (provided such fire or other casualty was not caused by You or Your guests or other invitees), Landlord will return to You the full amount of your security deposit and interest to which You are entitled within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease Landlord may keep all or part of your security deposit and any interest which has not yet been paid to You necessary to pay Landlord for any losses incurred, including missed payments. You may not use your security deposit for last month's rent. If Landlord sells or leases the Building, Landlord will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the Building within five (5) days after the sale or lease. Landlord, the new owner or lessee will then notify You of the name and address of the person or company to whom the deposit has been turned over. In such case, Landlord will have no further responsibility to You for the security deposit. The new Landlord or lessee will become responsible to you for the security deposit. The security deposit may not be used by You to pay rent or additional rent.

5. IF YOU ARE UNABLE TO MOVE IN. A situation could arise which might prevent Landlord from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Landlord's reasonable control, Landlord will not be responsible for Your damages or expenses, and this Lease will remain in effect. You will not have to pay rent until the move-in date Landlord gives You by written notice, or the date You move in, whichever is earlier. If Landlord does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Landlord in writing, that Landlord has 15 additional days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Landlord.

6. CARE OF YOUR APARTMENT; END OF LEASE; MOVING OUT.

- a. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty (provided such damage was not caused by You or Your guests or invitees).
- b. When this Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Landlord's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of Yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Landlord may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Landlord may either discard the property or store it at Your expense. You agree to pay Landlord for all costs and expenses incurred in removing such property. The provisions of this paragraph will continue to be in effect after the end of this Lease. You may not paint or chemically treat or decorate with any wall covering the kitchen cabinets, bathroom tile, or exposed brick walls. You may not scrape, stain or refinish any floors. You must get prior written permission from the Landlord for any painting or decorating.
- c. You agree to provide Landlord with ninety (90) days advance written notice (or such notice as is otherwise provided for by law) prior to the expiration of this Lease in the event You desire to renew the term hereof. The foregoing sentence does not give you the right or option to renew the term hereof (and no provision of this Lease gives such a right), and is intended only to give the Landlord notice for Landlord's planning purposes. If You shall hold over beyond the expiration of this Lease without Landlord's prior written consent, the new monthly rent shall be three times the monthly rent stated in this Lease.
- d. It is expressly understood and agreed that for a period of ninety (90) days before the expiration date of this Lease or any renewal or extension of this Lease, Landlord shall have the right to have the Apartment shown to prospective tenants. The Apartment will be shown, during normal business hours, seven days a week, excepting legal holidays.

7. CHANGES AND ALTERATIONS TO APARTMENT.

- a. No construction, repair work, renovation or other alteration shall be conducted in the Apartment by Tenant without prior written consent of Landlord, which consent may be withheld by Landlord for any reason, notwithstanding that Landlord may hereto or thereafter grant consent for such or similar work in other apartments in the Building. Together with each request for Landlord consent to such work, You must submit a written description for the work to be performed, and construction drawings, plans and specifications. You agree to submit such additional information as Landlord may request prior or during the course of such work. Landlord's approval (if such approval is granted by Landlord) shall be conditioned upon Your receipt of any and all necessary permits from governmental agencies for the work and the presentation and execution by You of an agreement to restore the Apartment to the condition in which it was provided to you at this commencement of this Lease, ordinary wear and tear excepted. Such agreement shall contain the terms and conditions that Landlord, in its sole discretion, shall determine is in its best interests. Landlord may require that You provide a bond to secure Your obligation to complete the work and restore the Apartment. You expressly agree not to paint, wallpaper, apply contact paper, glue corking, stain, stucco or tile any part of the Apartment unless You have the prior written consent of the Landlord. You agree to accept full responsibility for restoring damaged Apartment to its original condition, ordinary wear and tear excepted, and to reimburse Landlord the cost of such restoration.
- b. Without Landlord's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Landlord's reasonable opinion, will overload the existing wiring, plumbing or piping installation in the Building or interfere with the use of such plumbing, piping or electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.
- c. No signs, posters or decorations shall be placed on any windows or inside the window areas. No fixtures, appliances or other articles shall protrude from any window.
- d. Antennas, satellite dishes and other receiving devices may not be erected on the roof or attached to outside walls, windows or railings of the Building. Awnings or other projections shall not be attached to the outside walls of the Building, railings, balcony or terrace.
- e. Should Landlord provide window treatments, You are responsible for returning the Apartment to the Landlord at the end of the Lease with said treatments installed and in good condition except for normal wear and tear. Any drapery or window covering used by You which is visible from the exterior of the building shall be lined on its exterior side with beige, off-white, neutral-toned fabric or material. Venetian blinds or other similar window coverings shall be beige, off-white, or neutral-toned.

8. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

- a. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state, federal and other municipal laws, regulations and orders and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. In the event You fail to comply with any orders, laws or regulations which affect the Apartment or the Building and any penalties are imposed on Landlord, which are the result of failure to comply with any law, regulation or order as a result of Your action or inaction, the amount of such fine or penalty, together with the administrative cost to the Landlord and legal fees, if any shall be charged to You and collected as additional rent.
- b. **Landlord's Rules Affecting You.** You will obey all Landlord's rules listed in this Lease and all future reasonable rules of Landlord or Landlord's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the Building. Landlord shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.
- c. **Your Responsibility.** You are responsible for the behavior of Yourself, of Your immediate family, Your servants and people who are visiting You. You will reimburse Landlord as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Landlord because You, members of your immediate family, servants, or people visiting You, have not obeyed government laws and orders or the agreements or rules of this Lease (including future reasonable rules of Landlord or its agents).

- d. Recycling and Environmental Protection.** You agree to comply with all government laws, regulations and orders regarding recycling and environmental protection, including but not limited to, compliance with the New York City Recycling Law, Section 16-301 of the New York City Administrative Code, and to use the containers designated by Landlord for recycling of materials which are required by law to be recycled. You will be responsible to pay, or to reimburse Landlord for payment of fines and penalties imposed on You and/or Landlord by the government or government agencies as a result of Your failure to place designated materials in the containers established by Landlord for recycling and/or instead disposing of designated materials together with non-designated solid waste.
- e. Non-Interference.** You will do nothing to interfere with or make more difficult Landlord's efforts to provide You and all other occupants of the Building with the facilities and services. Any condition caused by Your misconduct or the misconduct of Your immediate family or anyone under Your direction or control or who is in the Building or Apartment on Your behalf or at Your invitation or request, shall not be a breach by Landlord.
- f. Windows.** You will not allow any windows in the Apartment to be cleaned from outside, unless the equipment and safety devices required by law are used and advance written approval from Landlord is obtained.
- g. Occupants and Visitors.** All occupants of the Apartment, including any members of Your immediate family, and any visitors or individuals You want to be allowed into the Building without Your permission for each entry, must be registered with the Building management by completing a Permission to Enter form or such other form as may be required by Landlord to the extent permitted under applicable law. It is Your responsibility and obligation under this Lease to ensure that the information provided on and in connection with all such forms is accurate, and any inaccurate or intentionally misleading information, regardless of whether provided by You, Your family member or other occupant or individual seeking entry to the Building in connection with your Apartment, shall be Your responsibility.
- 9. OBJECTIONABLE CONDUCT.** As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other tenants in the Building, including but not limited to noise caused by Your pet(s) even if such pet(s) has been approved by the Landlord. Objectionable conduct by You (including Your immediate family or anyone under Your direction or control or who is in the Building or Apartment on Your behalf or at Your invitation or request) gives Landlord the right to end this Lease.

10. SERVICES AND FACILITIES

- a. Required Services.** Landlord will provide cold and hot water and heat as required by law, repairs to the Apartment as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph b. You are not entitled to any rent reduction because of a stoppage or reduction of any Building services unless it is provided by law.
- b.** The following utilities are included in the rent: **hot water & gas for cooking purposes only.**
- c. Electricity and Other Utilities.** If Landlord provides electricity or gas and the charge is included in the rent on page 1, or if You buy electricity or gas from Landlord for a separate (submetered) charge, your obligations are described below or in a rider attached to this Lease, as applicable. If electricity or gas is not included in the rent or is not charged separately by Landlord, You must arrange for this service directly with the utility company. You must pay directly for telephone, television, cable, internet and all other services if they are not expressly included in the rent or set forth in this Lease as being provided by Landlord. If the Apartment is submetered for electricity, You acknowledge that a separate (submetered) charge for electricity will be billed by the Landlord on a monthly basis together with the rent and will be due and payable by You to Landlord. The electricity charge is due without offset or abatement within five (5) days of the billing statement date. The charge for electricity shall be deemed additional rent. In no event will the total annual rates (including a monthly administrative charge) exceed the utility's tariffed residential rate for direct metered service to such residents as specified in Part 96.2b3 Residential Submetering (Public Service Law, §§65, 66). Should You have a complaint regarding submetering charges or service, You shall follow the procedures outlined below:

You should submit the complaint to the property manager of the Building, in written form, including the

action or relief requested. The property manager shall investigate and use commercially reasonable efforts to respond to the complaint within ten (10) business days of the receipt of the complaint. The property manager intends to utilize Quadlogic, where appropriate, to assist in the investigation of the complaint. If You are dissatisfied with the property manager's response, You may request a review of the outcome by filing a written protest within fourteen (14) days from the date of the response from the property manager with the New York State Public Service Commission, Office of Consumer Services. You may contact the Public Service Commission at www.dps.state.ny.us, or by calling the toll free number: 1-800-342-3377. The nearest office of the Public Service Commission is at 90 Church Street, New York, NY 10007.

- d. **Appliances.** Appliances supplied by Landlord in the Apartment are for your use. They will be maintained and repaired by Landlord, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Landlord for the cost of such repair or replacement as additional rent.
- e. **Elevator Service.** If the elevator is the kind that requires an employee of Landlord to operate it, Landlord may end this service without reducing the rent if: (1) Landlord gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Landlord begins to substitute an automatic control type of elevator and proceeds diligently with its installation.
- f. **Smoke and carbon monoxide detectors.** If Landlord has or hereafter shall install one or more smoke and/or carbon monoxide detectors in Your Apartment, it is understood that Landlord shall not be responsible for any servicing or maintenance of the smoke or carbon monoxide detectors, including, but not limited to, replacement of batteries, if applicable, except as provided by applicable law or statute. If a smoke and/or carbon monoxide detector has been installed in the Apartment, You acknowledge that You have inspected them and that they are in good working order. You shall be liable to Landlord for any damage resulting from your failure to keep them in good working order. Landlord shall not be liable for any damage caused by the failure of such smoke or carbon monoxide detectors to operate properly. You are also responsible for inspecting the smoke and carbon monoxide detectors installed in the apartment and notifying the management when they are not operating properly.
- g. **Security Systems.** (1) You acknowledge that the Landlord makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which the Landlord does or may provide, including, without limitation, desk personnel, lobby attendants, or TV monitoring. You agree that the Landlord shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which You or any members of Your family, employees or guests may suffer or incur by reason of any claim that the Landlord, his agents or employees or any mechanical or electronic system in the Building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage and (2) If You install a security system, the Landlord shall not be responsible for the maintenance of same. Neither the superintendent nor the Landlord nor any of its employees shall be responsible for responding to any alarm or security alert.
- h. **Terrace and Balconies.** (1) The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. Landlord may make special rules for the terrace and balcony. Landlord will notify You of such rules. (2) You must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. NO cooking is allowed on the terrace or balcony. You may not store any combustible materials on the terrace or balcony. You may not keep or install a fence or make any changes or additions to the terrace or balcony. Installation or use of furniture and plants requires prior approval of Landlord. If You do use or install such items without Landlord approval, Landlord has the right, but shall not be obligated, to remove these items and store them at Your expense.
- i. **Laundry, Roof Deck, Building Gym and Other Facilities.** Landlord may, but shall not be obligated, to make available in the Building, directly or through third-party operators, certain facilities such as laundry, roof deck, lounge area, building gym, storage room, housekeeping service, video vending machine, valet, computer and data center, photocopier, fax machine and /or other similar facilities. **If Landlord permits You to use any such facility, the use of any of these facilities is solely at Your own risk, except for loss suffered by You due to Landlord's gross negligence or willful misconduct.** You agree to sign any requisite liability waivers which may be required for use of the subject facility. The use of all such facilities is subject to all rules issued by Landlord or the third-party operator, as the same may be amended by Landlord or such operator, from time to time in its discretion, applicable to the subject facility, including

specific rules set forth below. It is specifically agreed and understood that You must adhere to the rules of Landlord or any operator, as the case may be, regarding the use of any such facility. Landlord has no obligation to You to provide laundry, storage room, roof deck, Building gym or any other such facility and Landlord may discontinue such service at any time. Landlord further reserves the right to deny access to any such facility to any tenant, including You, who does not comply with all applicable rules, who engages in objectionable or inappropriate conduct while using such facilities, or who is not in compliance with the terms of this Lease, including, without limitation, failure to pay rent when due. No portion of the monthly rent due under this Lease for the Apartment is attributable to any of said facilities or the use thereof by You. In the event Landlord discontinues, suspends or otherwise restricts or limits access to such facilities, You shall not be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction. Landlord shall not be liable in any way to You for any such discontinuation, suspension or termination, whether such discontinuation, suspension or termination is effected by Landlord, or by the independent contractors, as the case may be.

(i) Roof Deck. You agree and understand that use and/or occupancy of the roof deck shall be limited to You only. No guests, friends, invitees and/or relatives of tenants are permitted to use the roof deck unless Landlord gives prior written consent. Use of the roof deck shall be limited to the time period from 8 a.m. to dusk, subject to change at any time.

(ii) Laundry. You will operate at Your expense any coin operated appliances located in any such of these facilities.

j. Membership Recreational Facilities. There may be located in the Building recreational facilities restricted to use by members of the subject facilities. The use of any such facilities, including a swimming pool, health club, sun deck or other recreational facilities located in the Building of which Your Apartment forms a part is restricted to those persons (including members of the general public) maintaining a paid-up membership acceptable to Landlord or the health club operator. Residents of the Building are not entitled to use such facilities unless they are or become members of the subject facilities in accordance with the membership requirements and rules applicable to such facilities. At Landlord's option, and subject to any agreements between Landlord and the facility operator, membership may be made available to Building residents on a first-come, first-served basis. Landlord and/or the facility operator, as applicable, shall be the sole judge as to compliance with membership requirements as well as the apportionment of memberships among Building residents and the general public.

k. Building Entrance. You acknowledge that the Building address and designation by a certain street and number does not obligate the Landlord to maintain a Building entrance on that street, and Landlord may change the location, design or appearance of the Building entrance or entrances at any time, in its sole discretion, subject to applicable law.

11. INABILITY TO PROVIDE SERVICES. Because of a strike, labor, trouble, national emergency, repairs or any other cause beyond Landlord's reasonable control, Landlord may not be able provide, or may be delayed in providing, services or in making repairs to the Building. In any of these events, any rights You may have against Landlord are only those rights which are allowed by laws in effect when the reduction in service occurs. Landlord is not required to provide any service besides those specifically written in this Lease. Landlord may provide or discontinue additional services and You will not be entitled to a reduction in rent.

12. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Landlord may enter the Apartment for the following reasons:

- a. To erect, use and maintain pipes and conduits in the Apartment and in and through the walls and ceilings of the Apartment and into the Apartment; to inspect the Apartment and to make any necessary repairs or changes Landlord decides are necessary. Your rent will not be reduced because of any of this work, even if pipes intrude into the apartment where they had not previously been located, unless required by Law.
- b. To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Landlord;
- c. For 90 days before the end of the Lease, to show the Apartment to persons who wish to rent it;
- d. If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Landlord may enter to make changes or repairs. Your rent will not be reduced for that month and this Lease will not be ended by Landlord's entry.
- e. If at any time You are not personally present to permit Landlord or Landlord's representative to enter the

Apartment and entry is necessary or allowed by law or under this Lease, Landlord or Landlord's representatives may nevertheless enter the Apartment. Landlord may enter by force in an emergency. Landlord will not be responsible to You, unless during this entry, Landlord or Landlord's representative is negligent or misuses Your property.

- f. If Landlord enters the Apartment, Landlord will try not to disturb You. Landlord may keep all equipment necessary to make repairs or alterations to the Apartment in the Apartment. Landlord is not responsible for disturbance or damage to You because of performing work or keeping the equipment in the Apartment. Landlord's use of the Apartment does not give You a claim of eviction. Landlord may enter the Apartment to get to any part of the Apartment or Building.

13. ASSIGNING; SUBLETTING; ABANDONMENT

- a. **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment.
- b. **Abandonment.** If you move out of the Apartment (abandonment) before the end of this Lease without the consent of Landlord, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if Landlord chooses to end this Lease for default as provided below.

14. DEFAULT

- a. You are in default under this Lease if You act in any of the following ways:
 - (i) You fail to carry out or are in violation of any agreement or provision of this Lease;
 - (ii) You or another occupant of the Apartment behaves in an objectionable manner;
 - (iii) You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
 - (iv) You and other legal occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent (which is addressed below in b.), Landlord may serve You with a written notice to stop or correct the specified default within 10 days and continue to do all that is necessary to correct the default as soon as possible. If You do not stop or begin to correct a default within 10 days, Landlord may give You a second written notice that this Lease will end six (6) days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end. You then must move out of the Apartment. Even though this Lease ends or You are evicted because of Your default, You will remain liable to Landlord for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Landlord after that time, as stated below.

- b. You are in default under this Lease if You fail to pay your rent when required by this Lease. If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three (3) days after a statutory written demand for rent has been made, or if the Lease ends, Landlord may do the following: (i) enter the Apartment and retake possession of it if You have moved out; or (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.
- c. You are default under this Lease if You default in the payment of rent (that is, you fail to pay your rent by the first day of each month or a rent check is returned unpaid) for any three (3) consecutive months or four (4) times in any consecutive twelve (12) month period regardless of the fact that such default(s) may have been cured in each instance. In such event, Landlord may serve You with a seven (7) day notice of Termination terminating this Lease.
- d. You are in default under this Lease if Your application for the Apartment contains any misrepresentations or false statements. Such misrepresentations or false statements constitute a non-curable default, and Landlord may terminate this Lease on three (3) days notice. At the end of the three-day period, this Lease will end. You must then move out of the Apartment.
- e. You are in default under this Lease if (i) You assign property for the benefit of creditors or (ii) You file a voluntary petition or an involuntary petition is filed against You under any bankruptcy or insolvency law or (iii) a trustee or receiver of You or Your property is appointed, Landlord may give you thirty (30) days notice of cancellation of the Term of this Lease. If any of the above proceedings or trusteeships or receiverships are not fully dismissed or terminated within the thirty (30) day period, the Term shall end as of the date stated in the notice. You must continue to pay rent, damages, losses and expenses without offset.

15. REMEDIES OF OWNER AND YOUR LIABILITY. If this Lease is ended by Landlord because of your default, the following are the rights and obligations of You and Landlord.

- a. You must pay your rent until this Lease has ended, including all amounts which You have not previously paid and the amount of any free rent, monetary rent concession, the value of any rent benefit or broker commission paid by Landlord, if any, you received from Landlord since the signing of the Lease. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- b. Once you are out, Landlord may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Landlord may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.
- c. Whether the Apartment is re-rented or not, You must pay to Landlord as damages:
 - (1) The full rent for the period until the Apartment is re-rented and the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
 - (2) Landlord's expense for attorney's fees, advertisements, broker's fees, and the cost of putting the Apartment in good condition for re-rental.
- d. You shall pay all damages due within thirty (30) days after You receive Landlord's bill or statement. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Landlord's right to collect the damages for a later month by a similar action. If the rent collected by Landlord from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Landlord, You cannot receive the difference. Landlord's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Landlord's deliberate inaction.
- e. If You are evicted for any reason whatsoever, You shall remain liable for all amounts which are or which thereafter become due and payable under this Lease.
- f. Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

16. ADDITIONAL OWNER REMEDIES. If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what have agreed to do, Landlord has the right to ask a Court to make You carry out your agreement or to give to give the Landlord such other relief as the Court can provide. This is in addition to all other remedies provided for in this Lease.

17. FEES AND EXPENSES.

- a. **Landlord's Right.** You must reimburse Landlord for any of the following fees and expenses incurred by Landlord:
 - (i) Making any repairs to the Apartment or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;
 - (ii) Repairing or replacing any appliance damaged by Your misuse or negligence.
 - (iii) Correcting any violations of city, state or federal laws or orders or regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
 - (iv) Preparing the Apartment for the next tenant if You move out of your Apartment before the Lease ending date;
 - (v) Any legal fees and disbursements for legal actions or proceedings brought by Landlord against You because of a Lease default by You or for defending lawsuits brought against Landlord because of your actions;
 - (vi) Removing all of your property after this Lease is ended;
 - (vii) All other fees and expenses incurred by Landlord because of your failure to obey any other provisions and agreements of this Lease, including but not limited to legal fees and expenses;

These fees and expenses shall be paid by You to Landlord as additional rent within 30 days after You receive Landlord's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Landlord for the same amount as damages.

18. PROPERTY LOSS, DAMAGES OR INCONVENIENCE. Unless caused by the negligence or willful misconduct of Landlord or Landlord's agents or employees, Landlord or Landlord's agent and employees are not responsible to You for any of the following: (1) any loss of or damage to You or Your property in the

Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed, or a fire occurring, in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease. **It is suggested that You, at your own cost and expense procure and maintain throughout the term of Your lease, an insurance policy to cover all property and liability claims relating to your property or the conduct of people in Your Apartment, including without limitation, the cost of temporary housing in the event of a casualty (for example, a fire). Although Landlord carries certain insurance, depending on the cause of damage or liability (for example, property damage caused by another tenant or liability caused by a visitor to Your Apartment), it may not be covered by the Building insurance carried by Landlord. It is recommended that such insurance to be carried by You provide You with at least \$100,000 of coverage. Such policy should have the Landlord as an additional insured. You agree and represent that Your property is or will be adequately protected by renter's insurance or you will bear the entire risk and consequences of your failure to obtain such insurance coverage, and You will not look to Landlord for coverage in the event of destruction or damage or liability.**

19. LIGHT AND AIR. Landlord will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Landlord. Landlord will not be liable for any such interference on a permanent basis caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. Also, Landlord will not be liable to You, nor shall You seek to hold Landlord liable for interference with views, light, air flow or ventilation, whether such interference is temporary or permanent, if such interference results from activities conducted on properties adjoining or neighboring the Building.

20. FIRE OR CASUALTY

- a. If the Apartment becomes unusable, in part or totally, because of fire, accident, or other casualty, this Lease will continue unless ended by Landlord under c below or by You under d below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- b. If the Apartment becomes unusable, in part or totally, because of fire, accident, or other casualty, Landlord will repair and restore the Apartment, unless the Landlord decides to take actions described in paragraph c below.
- c. After a fire, accident, or other casualty in the Building, Landlord may decide to tear down the Building or to substantially rebuild it. In such case, Landlord need not restore the Apartment but may end this Lease. Landlord may do this even if the Apartment has not been damaged, by giving You written notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.
- d. If the Apartment is completely unusable because of fire, accident, or other casualty and it is not repaired in 30 days, You may give Landlord written notice that You are ending this Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Landlord will refund your security deposit and the pro-rated portion of rents paid for the month in which the casualty happened.
- e. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Landlord release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

21. PUBLIC TAKING. The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency takes title; You shall have no claim against Landlord for any damage resulting; and You also agree that by signing this Lease, You assign to Landlord any claim against a government or government agency for the value of the unexpired portion of this Lease.

22. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS. All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, You agree that You have no claim against Landlord or such lease or mortgage holder. You will sign promptly an acknowledgment of the "subordination"

in the form that Landlord requires. You also agree to sign (if accurate) a written acknowledgment to any third party designated by Landlord that this Lease is in effect, that Landlord is performing Landlord's obligations under this Lease and that you have no present claim against Landlord.

23. TENANT'S RIGHT TO LIVE IN AND USE APARTMENT. If you pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in other parts of this Lease.

24. BILLS AND NOTICES.

- a. **Notices to You.** Any notice from Landlord or Landlord's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is directed to you in the name of the Landlord or Landlord's agents, servants or assigns; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered, certified or regular mail or by a nationally recognized overnight delivery service to You at the Apartment. The date of service of any written notice by Landlord to you under this Lease is the date of mailing or personal delivery.
- b. **Notices to Landlord.** If You wish to give a notice to Landlord, You must write it and deliver it or send it by registered or certified mail or nationally recognized overnight delivery service to Landlord at the address noted on page 1 of this Lease or at another address of which Landlord or Agent has given You written notice.

25. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM. You agree to give up the right to a trial by jury in a court action, proceeding or counter claim on any matters concerning this Lease, the relationship between You and Landlord as tenant and Landlord or your use or occupancy, or that of any of your employees or other occupants, of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage. If Landlord begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless such counterclaim is inextricably related to the Landlord's claim of possession of the Apartment.

26. CHOICE OF LAW AND VENUE; SERVICE OF PROCESS. This Lease is considered to be signed by the You and Landlord in the State of New York, County of New York, and shall be governed by the laws of the State of New York. Part of this agreement is that You agree that all lawsuits or disputes arising directly and indirectly from this Lease shall be litigated only in New York courts and You also agree to the jurisdiction of any local, state or federal court located in the State of New York and You also agree that You do not have to be personally served with process of any kind and that all service or process may, at the Landlord's choice, be made by certified mail, return receipt requested, sent to You either at the address of the Apartment or some other address that You provide (in writing), and service may be made within two (2) days after it is posted. Landlord may still serve process on you in any other manner allowed by the law in any action or proceeding in any local, state or federal court in the State of New York.

27. NO WAIVER OF LEASE PROVISIONS

- a. Even if Landlord accepts Your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Landlord to take action or Landlord's acceptance of rent does not prevent Landlord from taking action at a later date if You again do not do what You have agreed to do.
- b. Only a written agreement between You and Landlord can waive any violation or provision of this Lease.
- c. If you pay and Landlord accepts an amount less than all the rent due, the amount received shall be considered to be in payment of part of the earliest rent due. Landlord's right to apply payment to the earliest rent due shall control regardless of whether such payment was made by court order or voluntarily by You. It will not be considered an agreement by Landlord to accept this lesser amount in full satisfaction of all of the rent due. No writing by You on any check or money order will be binding on Landlord, even if the check or money order is deposited.
- d. Any agreement to end this Lease and also to end the rights and obligations of You and Landlord must be in writing, signed by You and Landlord or Landlord's agent. Even if You give keys to the Apartment and they are accepted by Landlord or any employee or agent of Landlord, this Lease is not ended.

28. CONDITION OF THE APARTMENT When You signed this Lease, You did not rely on anything said by Landlord, Landlord's agent, superintendent or other employee about the physical condition of the Apartment, the Building or the land on which it is built. You did not rely on any promises as to what would be done, unless

what was said or promised is written in this Lease and signed by both You and Landlord. Before signing this Lease, You have inspected the apartment and You accept it in its present condition "as is," except for any condition which You could not reasonably have seen during your inspection (unless the next sentence applies). If the Apartment is under construction at the time this Lease is signed, You agree that You have been shown floor plans and You agree to accept the Apartment in "as is" condition on the first day of the Lease Term, provided that it is in substantially the same layout as shown on the plans You were shown. You agree that Landlord has not promised to do any work in the Apartment except as specified in attached "Work" rider, if any. You understand that no employee or agent of the Landlord is authorized to bind the Landlord orally to do anything in the Apartment. Landlord is not obligated to perform any work in the Apartment unless Landlord agrees, in a writing which is signed by Landlord, which specifically sets forth such work and Landlord's obligation to perform the same. You will have no claim against Landlord on account of any noises, aromas, scents or odors.

29. DEFINITIONS

- a. Landlord: The term "Landlord" means **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)** acting in its capacity as the agent of the landlord, or any successors or assigns thereof. For purposes of Your indemnification obligations and any limitations on the liability of Landlord, "Landlord" shall include Landlord's principals and direct and indirect landlords.
- b. You: The term "You" means the person or persons signing this Lease as tenant and the successors and assigns of the signer (provided such successors or assigns are approved by the Landlord). This Lease has established a tenant-landlord relationship between You and Landlord.

30. CAPTIONS. In any dispute arising under this Lease, in the event a conflict between the text and a caption, the text controls.

31. SUCCESSOR INTERESTS. The agreements in this Lease shall be binding on Landlord and You and on those who succeed to the interest of Landlord by law, assignment or transfer, or You by law, assignment or transfer, provided that such assignment or transfer is approved by Landlord and is not prohibited by the Lease.

32. MECHANIC'S LIEN. In case a notice of mechanic's lien against the Building shall be filed purporting to be for labor or material furnished or delivered at the Building or the Apartment for You, or anybody claiming under You, You shall immediately cause such lien to be discharged by payment, bonding or otherwise; and if You have failed to do so within ten (10) days after notice from the Landlord, then the Landlord may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of same or of any offsets or defenses thereto, and Landlord shall have the right to collect from You as additional rent, all amounts paid and all costs incurred by Landlord in connection therewith.

33. LEASE NOT BINDING ON OWNER. This Lease is submitted to You for signature with the understanding that it shall not bind the Landlord unless it has been executed by the Landlord and delivered to You.

34. SIGNS. No signs, notices or advertisements shall be inscribed or exposed by or on behalf of You on or at any window or any part of the Building, except such as shall have been first approved in writing by the Landlord or Landlord's managing agent.

35. DELIVERIES. Notwithstanding anything contained in any other paragraph of this Lease, You agree not to deliver or cause to be delivered to Landlord, or Landlord's authorized agent, for delivery to You or to any other person any item of property (packed or otherwise) which shall have a value in excess of \$50.00. You further agree that in no event shall Landlord be liable in excess of the sum of \$50.00 for loss or damage to any property (package or otherwise) which shall be delivered to Landlord's authorized agent for delivery to You or to any other person, and You hereby indemnify and agree to hold Landlord harmless from any liability or claim in excess of \$50.00 for loss or damage to any such property which may be asserted by You or any consignor, deliverer, shipper, owner of such property or other person. If any employee of Landlord helps in parking or delivering any automobile or handling or delivering any packages at Your request, or at the request of any occupant or guest, the employee is acting only on Your behalf and Landlord is relieved from any and all loss or liability. Messengers and trades people employed by You must use the service elevator.

36. MUSICAL INSTRUMENTS. You are permitted to practice a musical instrument, or practice vocal music, after 9:30 a.m. and before 6 p.m. on weekdays and not before 11 a.m. and not later than 6 p.m. on Saturdays and Sundays as long as it does not become a disturbance to other tenants. Management reserves the right to

revoke such privilege.

- 37. GROUP TOURS.** No group tour or exhibition of any apartment or its contents shall be conducted, in any apartment, without the prior written consent of the Landlord.
- 38. PETS.** No animal shall be kept or harbored in the Building unless the Landlord expressly permits the same, in each instance in writing. If Landlord issues permission, any animal must be transported on the service elevator. In no event shall animals be permitted in any public portion of the Building unless carried or on a leash. Animals are not permitted on the common roof deck area or tenants lounge.
- 39. BICYCLES, SCOOTERS OR SIMILAR DEVICES.** Bicycles, scooters or similar devices, shall be transported in the service elevator. Tenants may not rollerblade, roller skate, skateboard or bicycle in the Building (including but not limited to the lobby, public corridors, Building facilities and basement).
- 40. ILLEGALITY.** If any clause or provision of this Lease or any part thereof is unenforceable, illegal, or unlawful, then only that clause or provision or part thereof shall no longer apply and the rest of the clause or provision and this Lease shall remain in full force and effect.
- 41. LIMIT OF RECOVERY AGAINST OWNER.** You are limited to Landlord's interest in the Apartment for payment of a judgment or other judicial remedy against Landlord.
- 42. OWNER'S CONSENT.** If You require Landlord's consent to any act and such consent is not given, Your only right is to ask the court to force Landlord to give consent. You agree not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.
- 43. APARTMENT NOT SUBJECT TO RENT STABILIZATION.** The Apartment is not subject to rent regulation.
- 44. BROKER.** You represent that no broker was involved in this Lease or, if a broker did bring about this Lease, You have agreed with the broker that you will pay any brokerage commission or fee (the "Commission"), unless Landlord has separately agreed with You in writing that Landlord will pay such brokerage commission or fee on Your behalf. You hold Landlord harmless from any claim for Commission made by any broker, including all costs of defending any claim and reasonable attorney's fees by an attorney selected by Landlord to defend Landlord in connection with the Commission.
- 45. MILITARY SERVICE.** You represent that you are not in the military service or being supported by anyone in the military at this time. If You shall enter military service, or be supported by anyone in the military service, You will immediately notify Landlord of this change by registered or certified mail, return receipt requested or recognized overnight delivery service.

Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)

Sample Applicant (Tenant)

Date

(Landlord)

Date

Initials: _____

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 9, 2011 BETWEEN METRO LOFT MANAGEMENT LLC, AS AGENT FOR RBNB SUBTENANT LLC (DBA 63 WALL STREET ASSOCIATES) (LANDLORD) AND SAMPLE APPLICANT (TENANT) REGARDING APARTMENT 202 IN THE PREMISES LOCATED AT 63 WALL STREET, NEW YORK, NY 10005. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

**RIDER TO LEASE
SMOKE/CARBON MONOXIDE DETECTOR
TENANT CERTIFICATION FORM**

APARTMENT #: **63 Wall Street #202, New York, NY 10005**

I/We, **Sample Applicant**, tenant(s) of the above reference apartment, certify that I/we have inspected the apartment and that one or more smoke and carbon monoxide detector(s) were present and in operable condition.

I/We understand that it is my/our responsibility as the Tenant(s) to maintain the smoke detector(s) and carbon monoxide detector.

Sample Applicant (Tenant)

Date

BY: **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)**

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 9, 2011 BETWEEN METRO LOFT MANAGEMENT LLC, AS AGENT FOR RBNB SUBTENANT LLC (DBA 63 WALL STREET ASSOCIATES) (LANDLORD) AND SAMPLE APPLICANT (TENANT) REGARDING APARTMENT 202 IN THE PREMISES LOCATED AT 63 WALL STREET, NEW YORK, NY 10005. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

The Crest

63 Wall Street, New York, NY 10005

CONSTRUCTION RIDER

Tenant acknowledges that Landlord may be in the process of constructing or renovating the lobby, common areas and public hallways of the building including but not limited to the health club, sun deck, tenant lounge, screening room, private terraces, and laundry facilities. Tenant further acknowledges that there is on going construction and renovation of the building. Tenant agrees not to withhold or deduct rent or to seek any offset, reduction, concession or abatement based on diminution of services or breach of the Warranty of Habitability due to any conditions arising from said construction and renovation or due to any condition of the public spaces during this period in which they are undergoing improvements.

Sample Applicant (Tenant)

Date

BY: Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 9, 2011 BETWEEN METRO LOFT MANAGEMENT LLC, AS AGENT FOR RBNB SUBTENANT LLC (DBA 63 WALL STREET ASSOCIATES) (LANDLORD) AND SAMPLE APPLICANT (TENANT) REGARDING APARTMENT 202 IN THE PREMISES LOCATED AT 63 WALL STREET, NEW YORK, NY 10005. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RIDER TO LEASE ELECTRICITY

Tenant acknowledges that electricity is due and payable to the Landlord for a separate (sub metered) charge that will be billed by the Landlord on a monthly basis together with the rent. The electricity is due on the first day of each month and every month for which a bill is rendered. The charge for electricity shall be deemed additional rent.

Sample Applicant (Tenant)

Date

BY: Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 9, 2011 BETWEEN METRO LOFT MANAGEMENT LLC, AS AGENT FOR RBNB SUBTENANT LLC (DBA 63 WALL STREET ASSOCIATES) (LANDLORD) AND SAMPLE APPLICANT (TENANT) REGARDING APARTMENT 202 IN THE PREMISES LOCATED AT 63 WALL STREET, NEW YORK, NY 10005. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

GYM/HEALTH CLUB INDEMNITY AND RELEASE OF LIABILITY

This agreement and release is for the benefit of **The Crest**, it's owners **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)**, and its managing agent, **Metro Loft Management, LLC** (collectively, the "Owner").

In consideration for allowing the undersigned person(s) to use the Gym/Health Club located, without limitation, on the premises, I make the following statements and promises:

- I agree to indemnify, defend and hold Owner harmless for any personal injury or damage to my property which I may sustain by reason of my use of the Tenant Amenity Space.
- I agree that I, my heirs and legal representatives: (1) will not make a claim or initiate suit against the Owner for any injury or damage resulting from my use, or use by other persons, of the Gym/Health Club and (2) release and discharge the Owner from all claims or demands arising from injury or damage to me caused by my use of the Gym/Health Club. In addition, if any of Tenant's guests sustain injuries of any kind as a result of their use of the Gym/Health Club and make claims or initiate a suit against the Owner, Tenant agrees to indemnify, defend and hold the Owner harmless for any and all costs; including legal fees, incurred based upon such claims.
- I agree to the strict adherence of all rules of the facility, and agree that the management may make additional rules in the future, which I will also obey.

I have carefully read this agreement and release and fully understand its contents. I am aware that this agreement and release will be binding upon me and sign it of my own free will.

Sample Applicant (Tenant)

Date

BY: **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)**

Date

RENTAL AGREEMENT/LEASE ADDENDUM

DISCLOSURE OF INFORMATION ON

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

Lessor's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards:

- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.

(b) Records and reports available to the Lessor:

- ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Lessor has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's* Acknowledgment (initial)

(e) _____ Agent has informed the Lessor of his/her obligations under 42 U.S.C. 4852(d), and the Agent is aware of his/her responsibility to ensure compliance.

* The term Agent is defined as any party who enters into a contract with the Lessor, including anyone who enters into a contract with a representative of the Lessor for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Lessor or the property management company.

Certification of Accuracy

The following parties have reviewed the information above to certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Sample Applicant (Lessee)

Date

(Lessor)

Date

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

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six resides there.

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

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

CHECK ONE:

- ☐ A child under six years of age resides in the unit
☐ A child under six years of age does not reside in the unit

Print occupant's name, address and apartment number:

Sample Applicant, 63 Wall Street #202, New York, NY 10005.

Sample Applicant (Tenant)

Date

(Not applicable to renewal leases) Certification by owner: I certify that I have complied with the provisions of §27-2086.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder related to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

(Landlord)

Date

AVISO AÑUAL PARA MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual anualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. **POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.**

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente. Usted tambien debe de informarle al dueño por escrito si el niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad, usted tiene que informarle al dueño inmediatamente. Usted puede solicitar que el dueño le de una copia de los archivos de la inspección visual hecha en su unidad.

Llene el formulario por favor este y vuelva una copia al dueño o su agente o representante cuando usted firma la ocupación de lease/commence de la unidad. Mantenga una copia de este formulario para su informacion. Usted debe también recibir una copia de un folleto desarrollado por el departamento de New York City de la salud y de la higiene mental que explica sobre peligros conducir-basados de la pintura cuando usted firma su ocupación de lease/commence.

MARQUE UNO:

- ☐ Vive un niño menor de seis años de edad en la unidad.
☐ No vive un niño menor de seis años de edad en la unidad.

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificación de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del código y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfeto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

Return this form to / Devuelva este formulario a: 20 Exchange Place, 11th Floor, New York, NY 10005

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

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 9, 2011 BETWEEN METRO LOFT MANAGEMENT LLC, AS AGENT FOR RBNB SUBTENANT LLC (DBA 63 WALL STREET ASSOCIATES) (LANDLORD) AND SAMPLE APPLICANT (TENANT) REGARDING APARTMENT 202 IN THE PREMISES LOCATED AT 63 WALL STREET, NEW YORK, NY 10005. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

LOUNGE AGREEMENT AND RELEASE OF LIABILITY

This agreement and release is for the benefit of The Crest, at 63 Wall Street, New York, NY 10005, its owners, and its managing agent, Metro Loft Management, LLC (collectively, the "Corporation").

Part A

In consideration for allowing the undersigned person(s) and their authorized guests to use the Lounge Facilities ("Lounge Facilities") located on the Mezzanine & 2nd floor at 63 Wall Street, New York, NY 10005, I make the following statements and promises:

- I am aware that the use of the Lounge may involve certain risks of injury and I expressly assume the risk and responsibility for any and all accidents or injuries of any kind, which I may sustain by reason of my use of the Lounge Facilities.
- I agree that I, my heirs and legal representatives: (1) will not make a claim or initiate suit against the Corporation for any injury or damage resulting from my use, or use by other persons, of the Lounge Facilities and (2) will release and discharge the Corporation from all claims or demands arising from injury or damage to me caused by my use of the Lounge Facilities. In addition, if any of Tenant's guests sustain injuries of any kind as a result of their use of the Lounge Facilities and make claims or initiate a suit against the Corporation, Tenant agrees to indemnify the Corporation for any and all costs; including legal fees, incurred based upon such claims.

Part B

1. Minors are not permitted in the Lounge unless accompanied by an Adult.
2. The Tenant Lounge is exclusively for use by Residents of the building. No outside persons are permitted in the lounge unless accompanied by a building Resident.
3. Each Tenant may have no more than 2 guests in Lounge Facilities at any time.
4. Tenants may not bring food into the lounge area.
5. No pets are permitted in the Lounge Facilities
6. Should Tenants conduct be deemed "Objectionable" by the Corporation as defined in Paragraph 10 in the Standard form Apartment Lease, the Corporation reserves the right to revoke any Tenant's License to use the Lounge Facility.
7. Tenants will be fully responsible to any damage to the Lounge area or Lounge Facilities caused by themselves and/or their guests.
8. The hours of use for the Lounge Facilities shall be from 9 a.m. to 11 p.m. weekdays and 9 a.m. to 1 a.m. weekends.
9. The Corporation reserves the right to close the Lounge Facilities for private functions as needed. These rules are subject to change without notice.

I have carefully read this agreement and release and fully understand its contents. I am aware that this agreement and release will be binding upon me and sign it of my own free will. I agree to the strict adherence of all rules of the facility, and agree that the management may make additional rules in the future, which I will also obey.

Sample Applicant (Tenant)

Date

IF MINOR, SIGNATURE OF PARENT/GUARDIAN AND MINOR ARE REQUIRED BELOW:

(Parent/Guardian)

Date

Initials: _____

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED SEPTEMBER 9, 2011 BETWEEN METRO LOFT MANAGEMENT LLC, AS AGENT FOR RBNB SUBTENANT LLC (DBA 63 WALL STREET ASSOCIATES) (LANDLORD) AND SAMPLE APPLICANT (TENANT) REGARDING APARTMENT 202 IN THE PREMISES LOCATED AT 63 WALL STREET, NEW YORK, NY 10005. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

PET RIDER

APARTMENT #: 202

TENANT: Sample Applicant

Will tenant(s) be keeping a pet in the above apartment? (Check one): ☒ **No** ☐ **Yes**

If you answered "NO," Tenant(s) hereby agree to obtain advance written permission from the Landlord in the event they wish to harbor a pet in the above apartment. Please proceed to the bottom of this page and sign the same.

Sample Applicant (Tenant)

Date

BY: Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)

Date



WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

APPENDIX A

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

Apartment Address: 63 Wall Street #202, New York, NY 10005

Sample Applicant (Tenant)

Date

RETURN THIS FORM TO:

Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)
20 Exchange Place, 11th Floor
New York, NY 10005

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

Initials: _____

BUILDING: **63 Wall Street**
TENANT(S): **Sample Applicant**

APARTMENT **202**
DATE OF LEASE: **September 9, 2011**

I/We acknowledge having received each of the following documents:

- 1) W-8 / W-9**
- 2) Smoke-Carbon Monoxide Rider/Window Guard Rider**
- 3) Construction Rider**
- 4) Electricity Rider**
- 5) Gym/Health Club Rider**
- 6) Lead Paint Disclosure**
- 7) Lead Paint Inquiry - pre-1960 bldgs**
- 8) Lounge Facility Agreement**
- 9) Pet Rider**
- 10) Recurring Debit Authorization Form**
- 11) Window Guards - NY**
- 12) Receipt of Documents**
- 13) Fire Safety Plan**
- 14) Tenant Contact Worksheet**

Sample Applicant (Tenant)

Date



FIRE SAFETY PLAN

I/We, **Sample Applicant**, of Apartment **202** located in the building known as **63 Wall Street, New York, NY 10005** have received a copy of the building's current Fire Safety Plan.

Distributed by **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)** Date: **September 9, 2011**

Received by:

Sample Applicant (Received)

Date

Copy of this form **MUST** be available for FDNY inspection.

Original **MUST** be returned to **Metro Loft Management LLC, as agent for RBNB Subtenant LLC (dba 63 Wall Street Associates)**

Initials: _____

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING: **The Crest**

ADDRESS: **63 Wall Street, New York, NY 10005**

BUILDING OWNER/REPRESENTATIVE:

Name: **R B N B Wall Street**

Address: **63 Wall Street, New York, NY 10005**

Telephone: **212-706-3030**

BUILDING INFORMATION:

Year of Construction: **1929**

Type of Construction: **Non-Combustible**

Number of Floors: **37** Above Ground **1** Below Ground

Sprinkler System: **Yes**

All dwelling units: 476 Residential

All hallways: Yes

Stairwells: No

Compactor chute: Yes

Other: Lobby and Garage

Fire Alarm: **Yes; Transmits Alarm to Fire Dept/Fire Alarm Co.**

Manual Pull Stations:

Public Address System: **No**

Location of Speakers:

Means of Egress: (e.g. Unenclosed/Enclosed Interior Stairs, Exterior Stairs, etc.)

Type of Egress	Identification	Location	Leads to
Enclosed Interior Staircase	Staircase "A"	South (Beaver Street) side of Hallway	37th Floor roof terrace- Beaver Street Exit
Enclosed Interior Staircase	Staircase "B"	North (Wall Street) Side of Hallway	37th Floor Roof Terrace- Lobby (Wall Street Exit)
Enclosed Interior Staircase	Staircase "C"	2nd Floor by Apt. # 205 and Leasing Office Corridor	2nd Floor by Apt # 205- Hanover Street Exit
Enclosed Interior Staircase	Staircase "D"	Garage by Pump Room	Garage- Service Corridor (Beaver Street Exit)

Other Information:

DATE PREPARED: **1/1/2011**

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: The Crest

ADDRESS: 63 Wall Street #202, New York, NY 10005

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-4333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffee pot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.

7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a

fire within minutes of receiving an alarm.

2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater risk to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through you nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY The Crest	UNIT 63 Wall Street #202, New York, NY 10005
------------------------------	--

Tenant Information:

TENANT Sample Applicant	DATE OF BIRTH 2/1/1980	SSN 999-99-****
HOME PHONE	WORK PHONE	CELL PHONE ()
EMAIL ADDRESS steven@on-site.com		
EMERGENCY CONTACT		PHONE

Lease Information:

Monthly Rent:	\$2,000.00
Security Deposit:	\$2,000.00
Lease Starts:	August 5, 2011
Lease Ends:	August 4, 2012

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

For additional information on lead poisoning, go to www.nyc.gov/lead or call 311.

Fix Lead Paint Hazards: What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - Crumbling plaster or rotted wood.
 - Doors and windows that stick or rub together.
 - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.



- Seal floors, doors, and other openings with plastic and waterproof tape.

While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give copy of clearance dust wipe results to tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.



Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.