

"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW." ("LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL.")

**STANDARD FORM OF APARTMENT LEASE**  
**THE REAL ESTATE BOARD OF NEW YORK, INC.**

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**PREAMBLE:** This lease contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

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 Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner 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 January 25, 2016 between Owner, Olive Partners II, LLC whose address is 825 Third Avenue 37th Floor, New York, NY 10022 and You, the Tenant, Lindsey R. Peterson whose address is 145 W 58th Street Apt 8A, New York, NY 10019.

1. **APARTMENT AND USE** Owner agrees to lease to You Apartment PH C in the Building at 65-69 North 6th Street, Brooklyn, NY 11211, Borough of Brooklyn, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or 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.

2. **LENGTH OF LEASE** The term (that means the length) of this Lease is 1 year and 15 days, beginning on February 15, 2016 and ending on February 28, 2017. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date.
3. **RENT** Your monthly rent for the Apartment is \$6,241.47 and the **preferential rent** is \$3,950.00 until adjusted pursuant to Article 4 below. You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.
4. **RENT ADJUSTMENTS** If this Lease is for a Rent Stabilized apartment, the rent herein shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: (a) to be bound by such determination; (b) where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorized agency; (c) except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within thirty (30) days of Your receipt of a copy of the order, cancel Your lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at no increase in rent.
5. **SECURITY DEPOSIT** You are required to give Owner the sum of \$3,950.00 when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in Signature Bank, 300 Park Avenue, New York, NY 10022. If the Building contains six or more apartments, the bank account will earn





Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner'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 Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

**11. 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 and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- B. Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner'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. Owner 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 Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of Your immediate family, servants or people visiting You have not obeyed government laws and orders of the agreements or rules of this Lease.

**12. 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 and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

**13. SERVICES AND FACILITIES**

- A. Required Services.** Owner will provide cold water 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 of the above services unless it is provided by law.
- B.** The following utilities are included in the rent: none
- C. Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, Your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
- D. Appliances.** Appliances supplied by Owner in the Apartment are for Your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of Your negligence or misuse, You will pay Owner 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 Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.
- F. ~~Storeroom Use.~~** ~~If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at Your expense any coin-operated appliances located in such storerooms or laundries.~~

**14. INABILITY TO PROVIDE SERVICES** Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in

  
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providing any services or in making any repairs to the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

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

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, 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 Owner;
- C. For four months 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, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry;
- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.

**16. ASSIGNING; SUBLETTING; ABANDONMENT**

- A. **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a lease assignment properly made, at Your request in writing, Owner will end this Lease effective as of thirty days after Your request. The first and every other time you wish to sublet the Apartment, You must get written consent of Owner unless Owner unreasonably withholds consent following Your request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If you fail to pay Your rent, Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.
- B. **Abandonment.** If You move out of the Apartment (abandonment) before the end of the Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You). 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 Owner chooses to end this Lease for default as provided in Article 17.

**17. DEFAULT**

1. You default under the Lease if You act in any of the following ways:
  - a. You fail to carry out any agreement or provision of this Lease;
  - b. You or another occupant of the Apartment behaves in an objectionable manner;
  - c. You do not take possession or move into Apartment fifteen (15) days after beginning of this Lease;
  - d. 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, Owner may serve You with a written notice to stop or correct the specified default within ten (10) days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.
2. If you do not stop or begin to correct a default within 10 days, Owner 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 this 6-day period, this Lease will end, and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of Your

  
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occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

3. 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, Owner may do the following: (a) enter the Apartment and retake possession of it if You have moved out; or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

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.

**18. REMEDIES OF OWNER AND YOUR LIABILITY** If this Lease is ended by Owner because of Your default, the following are the rights and obligations of You and Owner:

- A. You must pay Your rent until this Lease has ended. 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, Owner 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. Owner 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 Owner as damages:
  1. 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. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
  3. Owner's expenses for attorney's fees.
- D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Your liability for damages, unless the failure is due to Owner's deliberate inaction.

**19. 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 You have agreed to do, Owner has the right to ask a Court to make You carry out Your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Lease.

**20. FEES AND EXPENSES**

- A. **Owner's Right.** You must reimburse Owner for any of the following fees and expenses incurred by Owner:
  1. Making any repairs to the Apartment or the Building which result from the misuse or negligence by You or persons who live with You, visit You, or work for You;
  2. Repairing or replacing any appliance damaged by Your misuse or negligence;
  3. Correcting any violations of city, state or federal laws or orders and 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;
  4. Preparing the Apartment for the next tenant if You move out of Apartment before the Lease ending date;
  5. Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of Your actions;
  6. Removing all of Your property after this Lease is ended;
  7. All other fees and expenses incurred by Owner because of Your failure to obey any other provisions and agreements of this Lease;

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

- B. **Tenant's Right.** Owner agrees that unless sub-paragraph 5 of this Article 20 has been stricken out of this Lease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent

provided by Real Property Law, section 234.

**21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE** Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents 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 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.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner will not be liable to You for such interference caused by the permanent closing, darkening, or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

**22. 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 Owner 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. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such 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 Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund Your security deposit and the pro-rate 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 Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

**23. 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 take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

**24. 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 Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner requires.

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

**25. TENANT'S RIGHT TO LIVE IN AND USE THE 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 Articles 22, 23, and 24.

   
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**26. BILLS AND NOTICE**

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

**27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

- A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or Your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

**28. NO WAIVER OF LEASE PROVISIONS**

- A. Even if Owner 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 Owner to take action or Owner's acceptance of rent does not prevent Owner 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 Owner can waive any violation of this Lease.
- C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.
- D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

**29. CONDITION OF THE APARTMENT** When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent 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 Owner or found in Owner's floor plans or brochure shown to You before You signed the Lease. 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. You agree that Owner has not promised to do any work in the Apartment except as specified in attached "Work Rider", if any.

**30. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT (if applicable)** Owner advises you that an application of increase in stabilized rent on the ground of a building-wide major capital improvement dated N/A Docket No. N/A is now pending before the State Division of Housing and Community Renewal (Agency). Such application involves the following major capital improvements which are now completed or in progress: N/A You agree that the stabilized rent herein may be increased during the term of this Lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

**31. DEFINITIONS**

- A. **Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, a sublessor of the land or Building and a mortgagee in possession. It does not include a former Owner, even if the former Owner signs this Lease.
- B. **You:** The term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

**32. SUCCESSOR INTERESTS** The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.



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65 North 6th Street

**OWNER'S RULES - a part of this lease - see attached page**

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

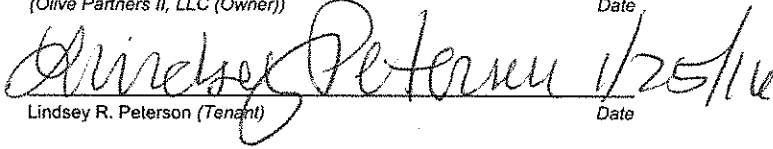
OLIVE PARTNERS II, LLC

By: MGT Property Management LLC, as agent.



(Olive Partners II, LLC (Owner))

Date



Lindsey R. Peterson (Tenant)

Date



Apartment: **PH C**  
Tenant: **Lindsey R. Peterson**  
Premises: **65-69 North 6th Street, Brooklyn, NY 11211**  
Expires: **February 28, 2017**



STANDARD FORM OF APARTMENT  
**LEASE**



The Real Estate Board of New York, Inc.

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ATTACHED RULES WHICH ARE A PART OF THE LEASE  
AS PROVIDED BY ARTICLE 11

**1. Public Access Ways**

- a. Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
- b. Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

**2. Bathroom and Plumbing Fixtures**

The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

**3. Refuse**

Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartment or outside of the building except in safe containers and only at places chosen by Owner.

**4. Elevator**

All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.

**5. Laundry**

Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

**6. Keys and Locks**

Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

**7. Noise**


Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other occupant of the Building.

**8. No Projections**

An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

**9. No Pets**

Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted

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on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

10. **Moving** Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.
11. **Floors** Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.
12. **Window Guards** IT IS A VIOLATION OF LAW TO REFUSE OR INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER.)

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JANUARY 25, 2016 BETWEEN OLIVE PARTNERS II, LLC (LANDLORD) AND LINDSEY R. PETERSON (TENANT) REGARDING APARTMENT PH C IN THE PREMISES LOCATED AT 65-69 NORTH 6TH STREET, BROOKLYN, NY 11211. 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 RESIDENTIAL LEASE**

The parties agree that this rider supplements and is part of the Lease as dated above. In the event that there is a conflict between the printed portion of the lease and this rider, the more restrictive provision construed against the Tenant shall prevail.

1. **PETS:** Tenant agrees not to keep any pets in the apartment at any time during the term of this lease that are larger than 15 pounds. Tenant agrees that any breach of this provision by Tenant shall entitle Landlord at its option to notify Tenant in writing that any pet kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Any breach of this provision shall constitute a default of this lease. Landlord shall have the right to elect to terminate this lease and Tenant's possession of the apartment in the manner provided in this lease. Tenant also agrees to bear full responsibility for any and all damages resulting from harboring pet and/or from breach of this paragraph.
2. **SECURITY DEPOSIT:** It is expressly understood and agreed that in no event shall the security deposit be construed as prepayment of any rent coming due under this lease. Tenant's security deposit may not be used as Tenant's last month rent in any circumstances.
3. **SMOKE & CARBON MONOXIDE DETECTORS:** The apartment has smoke and carbon monoxide detector(s) and tenant agrees to maintain all smoke detectors in the apartment and replace batteries as required. There is a one-time charge of \$10.00 for the smoke detector. Landlord will not replace batteries in missing smoke detectors.
4. **LATE FEES:** Any rents received by Landlord after the 5th day of the month in which said rents become due, will be subject to a late charge of 5% of past due rent. This charge shall be in addition to any rents or legal fees, which may become due and payable pursuant to the provisions of this lease.
5. **APPLIANCES AND OTHER EQUIPMENT:**
  - A. All appliances such as refrigerator and stove are the property of the Landlord. In no event shall the Tenant move, replace or dispose of said appliances without the written consent of Management. Any malfunction of the appliance(s) shall be reported to the Superintendent or directly to Management. In no event shall Tenant repair or replace any appliances on his/her own. All appliances and other equipment shall remain in the apartment when Tenant moves out.
  - B. Tenant is strictly forbidden to touch, fix, or replace any parts of the plumbing or electrical systems in the apartment or in the building. Tenant also agrees that the Tenant will be responsible for any and all damages resulting from this breach by the Tenant of this paragraph.
  - C. Management shall not be liable for damage to the appliances or equipment supplied by Landlord, caused by Tenant's acts of negligence or misconduct. Tenant will be responsible for repair or replacement of any appliance caused by its negligence or misconduct. Tenant shall not receive any rent abatement or rent reduction for lack of services caused by tenant's own acts of negligence or misconduct.
6. **WASHING MACHINES AND DRYERS:** Under no circumstances shall the Tenant install, have or use a washing machine or dryer in his/her apartment unless the apartment is leased with such appliances already installed by Landlord. If any such appliance is found or reported to have been seen in the Tenant's apartment, Management will hold Tenant liable and responsible for all damages and water consumption caused by said appliance. Tenant agrees that any breach of this provision by Tenant shall entitle Management at its option to notify Tenant in writing that any washing machine and/or dryer kept by the Tenant must be permanently removed from the apartment within five days from the date of such written notice and Tenant agrees to comply with such written notice. Management shall have the right to elect to

terminate this lease and Tenant's possession of the apartment.

7. **AIR CONDITIONERS:** Tenant acknowledges that he/she is renting his/her unit from Landlord without an air-conditioning unit. Tenant may install a window unit only and it **MUST BE PROFESSIONALLY** installed at Tenant's expense. Tenant agrees to maintain responsibility for installed unit. Tenant hereby also agrees to remove its air-conditioning unit at the end of tenant's term.
8. **HALLWAYS AND OTHER PUBLIC AREAS:** Tenant shall keep public hallways and other public areas clean and neat. Tenant is not allowed to urinate, smoke, loiter, graffiti paint and/or to dispose of unwanted household items in the public areas of the building. Tenant is not allowed to store items and/or to dry laundry in the public hallways. Management will allow the Superintendent to remove all items kept by Tenant in the hallways. Management is not responsible for damage caused to such items.
9. **RENT:** Notwithstanding anything hereinabove to the contrary, upon Tenant's failure to pay rent, a demand notice may be orally given or may be served pursuant the New York Real Property Law.
10. **BOUNCED OR RETURNED CHECKS:** Tenant agrees to pay a minimum charge of \$50.00 for all checks returned to the Landlord or Management drawn on an account with insufficient or uncollected funds. Tenant agrees that after two checks are drawn from Tenant's account with insufficient or uncollected funds, the Landlord may demand to only accept rent by certified check or money order.
11. **RENTER'S INSURANCE:** Tenant acknowledges that he/she **MUST PURCHASE** his/her own homeowners property and liability insurance (Renter's Insurance). Landlord is not responsible for any damages to tenant's furniture, carpets, clothing, and other personal belongings stored in the apartment or in other areas of the building. In case of fire, water damage, theft or other accident or force major landlord will not cover tenant for loss or damage of above items. Should tenant purposely or by accident overflow his/her bathtub, sink or toilet and as a result cause damage to the apartment below, tenant may be sued for negligence. Tenant is obliged to furnish Landlord with Evidence of Insurance for the period of his/her initial lease and forever period of lease renewal thereafter. **THIS LEASE MAY BE NULLIFIED AND VOIDED BY LANDLORD IF NO RENTER'S INSURANCE IS MAINTAINED BY TENANT.**
12. **KEYS:** It is expressly understood and agreed that the Tenant shall furnish a copy of all apartment keys to Management or to the Landlord's agent for emergency repair work. If the Tenant wishes to change or add additional lock(s) to the apartment door, Tenant must obtain permission from Management, and in any case provide Management with a duplicate key. Such new lock(s) shall become affixed to and shall form a part of the building and may not be removed when the Tenant vacates the apartment. In no event may padlocks or hasps be installed on any door. Failure to return all keys to Landlord upon moving-out of the apartment will result in a locksmith charge of \$250.00 off the Security Deposit amount for each set of keys not returned.
13. **UTILITIES AND TELEPHONE SERVICE:** The use of cooking gas and electricity is not included in the rent. Tenant shall apply to the local utility company (Consolidated Edison) for his/her own accounts. Upon lease signing it is the tenant's obligation to contact local utility company to have gas and electricity turned on. In addition, Tenant may at his/her own expense install cable television, phone and high speed internet service. Tenant requires Landlords permission in writing prior to installing dish antennas or satellites on any of the building's roofs or other areas. In no event shall any antenna or satellite be installed on the fire escapes! Landlord reserves the right to remove such equipment if such is found to have been installed without written permission. Tenant will be charged for all costs incurred by the Landlord relating to the removal of antennas and satellites.  
  
Landlord is not responsible to install or provide telephone service or equipment. If apartment has no telephone jacks, tenant may elect to install them at his/her expense. Landlord will not mediate between tenant and Telephone Company for access or other issues arising from demand for telephone service.
14. **SHOWINGS:** During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the first two months of the lease and for the last four months before the end of the Lease, to show the Apartment to persons who wish to rent an apartment in the building.
15. **MOVING OUT:** Tenant agrees to provide Landlord with at least 60 days written notice prior to the expiration of the lease in the event that the Tenant does not desire to renew the terms of the hereof. Tenant agrees that failure to provide such notice shall result in forfeiture of the Tenant's entire security deposit, without limitation to any of the Landlord's rights and remedies.

   
Initials:

Tenant agrees to arrange with the Superintendent or with Management for a smooth and orderly move-out proceeding and for remittance of the apartment keys.

Tenant agrees to surrender the apartment in broom clean condition and empty of personal belongings at the latest by 10:00 AM on the last day of the term of the lease. Any belongings left after 10:00 AM will be considered abandoned and landlord will charge a fee for disposal.

**16. RECYCLING:** Sorting and separating of refuse and trash:

A. Tenant duties: Tenant agrees to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governmental, departmental, commissions and board regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Owner for the sorting and separating of such recyclable materials.

B. Management reserves the right, if Tenant fails to comply, to refuse to collect or accept waste products, garbage or trash that is not separated and sorted as required by law. Tenant shall be responsible at his/her sole cost and expense to arrange for a contractor satisfactory to Owner.

C. Fine and penalties; indemnification to Management. Tenant shall pay all costs, expenses and fines or damages imposed on landlord or Tenant by reason of Tenant's failure to comply with paragraphs A and B above, and shall indemnify defend and hold Landlord harmless from and against any actions, claims and suits arising from such noncompliance. Tenant's non-compliance with paragraphs A, B, or C shall constitute a violation of a substantial obligation of the tenancy and Management's rules and regulations. Tenant shall be liable to Landlord for any costs or expenses, including legal fees, of any action or proceeding by Owner against Tenant.

**17. USE RESTRICTION:** Tenant acknowledges that the cellar accessory space of the apartment, if any, is a recreation room which is not intended for living purposes. Any use of this designated area for living purposes shall be a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

**18. CHANGES AND ALTERATIONS TO APARTMENT:** Tenant may not build in, add to, change or alter, the Apartment in any way, including installation of walls, partitions, pressurized walls, or other floor-to-ceiling divider, even if intended as a temporary installation. Any violation of this provision shall be deemed a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease.

**19. REPRESENTATIONS. CHANGES IN LEASE:** Tenant has read this Lease. Tenant understands this Lease. All promises made by Landlord are in this Lease. This Lease constitutes the entire agreement between the parties. Tenant is not relying on any representations or agreements other than those contained in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

**20. DEFAULT:** Landlord reserves its rights to forfeit Tenant's security deposit should Tenant default on any of its Lease obligations.

OLIVE PARTNERS II, LLC  
By: MGT Property Management LLC, as agent.



(Olive Partners II, LLC (Owner))

Date



Lindsey R. Peterson (Tenant)

Date

## 421-A RIDER TO LEASE AGREEMENT

<b>Lease Dated</b> February 15, 2016	<b>Owner</b> Olive Partners II, LLC
<b>Apartment #/Building/Property Name/Address</b> PH C at 65 North 6th Street a/k/a 65-69 North 6th Street #PH C, Brooklyn, NY 11211	
<b>Tenant(s)</b> Lindsey R. Peterson	

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

**I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION - 421-A 2.2% RENT INCREASES.**

OWNER HAS OBTAINED REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("421-A"). SOLELY AS A RESULT OF THIS, AS LONG AS OWNER RECEIVES 421-A BENEFITS, THE APARTMENT WILL BE SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE 421-A TAX BENEFITS END, THE APARTMENT WILL NO LONGER BE RENT STABILIZED.

UNDER THE TERMS OF 421-A, THE REGULATIONS PROMULGATED BY THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT AND THE RSL AND CODE, THERE IS A "GRADUAL DIMINUTION" OF THE 421-A BENEFITS. EFFECTIVE ON THE ANNIVERSARY DATE OF THE COMMENCEMENT OF THE INITIAL LEASE ISSUED TO YOU FOR THIS APARTMENT DURING THE FIRST YEAR OF SUCH "GRADUAL DIMINUTION" OF BENEFITS (THE "ANNIVERSARY DATE"), OWNER WILL BEGIN TO CHARGE AND COLLECT FROM YOU EACH MONTH AN AMOUNT EQUAL TO 2.2% OF THE APARTMENT'S ACTUAL MONTHLY RENT IN EFFECT AT THE COMMENCEMENT OF THE "GRADUAL DIMINUTION" PERIOD ("THE 2.2% RENT INCREASE"). THE FIRST YEAR OF "GRADUAL DIMINUTION" BEGINS IN THE ELEVENTH YEAR OF PARTIAL TAX EXEMPTION BENEFITS, WHICH IS PROJECTED TO COMMENCE DURING THE CITY'S JULY 1, 2021 THROUGH JUNE 30, 2022 FISCAL YEAR. THUS THE FIRST 2.2% RENT INCREASE IS PROJECTED TO START ON THE ANNIVERSARY DATE DURING THE 2021-2022 FISCAL YEAR. THEREAFTER, THERE WILL BE FOUR (4) 2.2% RENT INCREASES ON EACH SUCCESSIVE ANNIVERSARY DATE. THESE 2.2% RENT INCREASES ARE IN ADDITION TO ANY OTHER RENT INCREASES THAT MAY BE PERMITTED UNDER RENT STABILIZATION.

421-A PROVIDES THAT THE BUILDING WILL BE SUBJECT TO THE RENT STABILIZATION LAW FOR FIFTEEN (15) YEARS, AND, UNLESS THE PRESENT LAWS ARE CHANGED, THE APARTMENT WILL ALSO BE SUBJECT TO STANDARD RENT INCREASES ON LEASE RENEWALS DURING SAID FIFTEEN (15) YEAR PERIOD, AS APPROVED BY THE RENT GUIDELINES BOARD. ANY INCREASES GRANTED BY THE RENT GUIDELINES BOARD SHALL BE MADE TO THE RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

OWNER IN GOOD FAITH BELIEVES THAT THE 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT 8/31/2027. AFTER SUCH DATE, THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR THE APARTMENT NOR WILL THE OWNER BE LEGALLY OBLIGATED TO RENEW THE LEASE. IF THE OWNER SHOULD ELECT TO RENEW THE LEASE AT THAT TIME, THE OWNER WILL NOT BE LEGALLY BOUND BY ANY GOVERNMENTAL RENT GUIDELINES AND MAY CHARGE AN UNREGULATED RENT.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.


  
 Initials:

65 North 6th Street

II. YOUR CONFIRMATION.

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

By: **MGT Property Management LLC**

*(Olive Partners II, LLC (Owner))*

*Date*

*Lindsey R. Petersen (Tenant)*

*Date*

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED JANUARY 25, 2016 BETWEEN OLIVE PARTNERS II, LLC (LANDLORD) AND LINDSEY R. PETERSON (TENANT) REGARDING APARTMENT PH C IN THE PREMISES LOCATED AT 65-69 NORTH 6TH STREET, BROOKLYN, NY 11211. 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.

### BROKER RIDER

NOTWITHSTANDING ANYTHING ANY BROKER OR SALESPERSON MAY HAVE TOLD YOU TO INDUCE YOU TO SIGN THE LEASE FOR THIS APARTMENT:

- A. Tenant further understands and acknowledges that Owner does not permit the construction of additional walls built in any apartment, designed to create an additional room or rooms.
- B. Apartments vary greatly within each building. Therefore we insist that each Tenant inspect the actual unit before signing this Lease. Do not rely on any promises made by the broker or superintendent about the size, shape, condition, or renovation of any apartment that you have not seen.
- C. **Rental Application.** The rental application submitted by the Tenant is hereby made a part of this Lease. Tenant acknowledges that Owner has relied on the information submitted by Tenant as an inducement to rent the Premises to the Tenant. If any representation on the application is determined to be misleading, incorrect, or untrue, Owner may, at its option, terminate Tenant's right to occupy the Premises. Owner shall have the right to recover from Tenant any loss or damages which Owner may suffer because of such misrepresentation.

Agreed by:

By: **MGT Property Management LLC**

(Olive Partners II, LLC (Owner))

Date

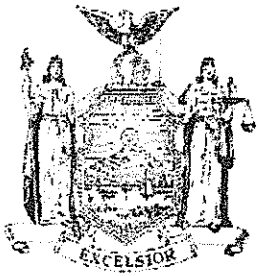
1/20/16

Lindsey R. Peterson (Tenant)

Date







State of New York  
Division of Housing and Community Renewal  
Office of Rent Administration  
Gertz Plaza  
92-31 Union Hall Street  
Jamaica, New York 11433  
Web Site: www.nyshcr.org  
Email address: hcrinfo@nyshcr.org

Revision Date: July 2014

**New York City LEASE Rider For Rent Stabilized Tenants**

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

**NOTICE**

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

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

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

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. The owner is not entitled to a rent which is more than the legal regulated rent. For additional information see DHCR Fact Sheet #5. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

**ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT GUIDELINES BOARD AND THE RENT STABILIZATION CODE.**

**VACANCY LEASE RENT CALCULATION:**

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

**(A)**  This apartment was rent stabilized when the last tenant moved out. If the last stabilized tenancy was more than 4 years prior to the signing of this lease see RSC 2526.1(a)(3)(iii) or DHCR Fact Sheet # 5 which may entitle the Owner to additional rent guideline increases over the last stabilized tenancy.

Address: **65-69 North 6th Street Brooklyn, NY 11211 Apt.# PH C**

1. Previous Legal Regulated Rent	<b><u>\$5,944.26</u></b>
(i) Additional Rent Guideline increases, applicable only, if the last stabilized tenancy was more than 4 years prior to the signing of this lease.	\$ _____

2. Statutory Vacancy Increase \$ \_\_\_\_\_

(i) Increase based on (1 year) (2 year) lease (circle one) \$ \_\_\_\_\_  
( \_\_\_\_\_ %)

(ii) Increase based on length of time (8 years or more) since last vacancy allowance or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. (0.6% x number of years) \$ \_\_\_\_\_

(iii) Increase based on low rental amount. If applicable complete (a) or (b), but not both.

(a) Previous legal regulated rent was less than \$300 additional \$100 increase, enter 100 \$ \_\_\_\_\_

(b) If the previous legal regulated rent was \$300 or more but less than \$500 (1) \$ \_\_\_\_\_  
the sum of (i) and (ii) (2) \$ \_\_\_\_\_  
(1) minus (2). If less than zero, enter zero (3) \$ \_\_\_\_\_

Amount from line (3) \$ \_\_\_\_\_

3. Vacancy Allowance, if permitted by NYC Rent Guidelines Board \$297.21

(5.0%)

4. Guidelines Supplementary Adjustment, if permitted by NYC Rent Guidelines Board \$ \_\_\_\_\_

**5. Individual Apartment Improvements (IAI)**

**Tenant Request for Documentation**

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

**Items**

**A. Bathroom Renovation (check all applicable items)**

- Complete Renovation (if this box is checked you are not required to check Individual Items)  
**OR**  
 Individual Items  
 (Check all applicable items)
- Sink
  - Shower Body
  - Toilet
  - Tub
  - Plumbing
  - Cabinets
  - Vanity
  - Floors and/or Wall Tiles
  - Other (describe)


Total Costs for Parts and Labor **\$0.00**

Total Rent Increase (1/60th) **(A)**

**B. Kitchen Renovation (check all applicable items)**

- Complete Renovation (if this box is checked you are not required to check Individual Items)  
**OR**  
 Individual Items  
 (Check all applicable items)
- Sink
  - Stove
  - Refrigerator
  - Dishwasher
  - Cabinets
  - Plumbing
  - Floors and/or Wall Tiles
  - Counter Tops
  - Other (describe)

Total Costs for Parts and Labor **\$0.00**

RA-LR1 (7/14) Initials: 

Total Rent Increase (1/60th)

\_\_\_\_\_  
(B)

C. Other (check all applicable items)

- Doors
- Windows
- Radiators
- Light Fixtures
- Electrical Work
- Sheetrock
- Other (describe)

\_\_\_\_\_

Total Costs for Parts and Labor

\$0.00

Total Rent Increase (1/60th)

\_\_\_\_\_  
(C)

\* 1/40th if the building has 35 or fewer units. 1/60th if the building is over 35 units.

\$ \_\_\_\_\_

**Total IAI Rent Increase**  
Sum of (A)(B) and (C)

6. New Legal Regulated Rent \$6,241.47

\*6A. Preferential Rent \$3,950.00 \$6,241.47  
(if charged) (enter 6 or 6A)

7. Air Conditioner Surcharges \$0.00

8. Appliance Surcharges (Tenant installed washer, dryer, dishwasher) \$0.00

9. Ancillary Service charged (e.g., garage) \$0.00

10. Other (specify) 2.2% Surcharges previously taken \$0.00

11. New Tenant's Total Payment \$6,241.47

\*If a "preferential rent" is being charged, please read Provision #20 of this Rider.

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

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

(Specify Program \_\_\_\_\_) \$ \_\_\_\_\_

-or-

(D)  Other( \_\_\_\_\_) \$ \_\_\_\_\_

(Specify - for example, a market or "first" rent after renovation to an individual apartment where the outer dimensions of the apartment have been substantially altered.)

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

Lease Rider for the housing accommodation:

RA-LR1 (7/14) Initials: YF

65 North 6th Street

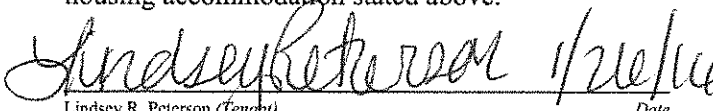
**65-69 North 6th Street PH C**  
**Brooklyn, NY 11211**

Lease Start Date: **February 15, 2016** Lease End Date: **February 28, 2017**

Lease Dated: **January 25, 2016**

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

 1/26/16  
Lindsey R. Peterson (Tenant) Date

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

By: **MGT Property Management LLC**



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(Olive Partners II, LLC (Owner))

Date

**Section 3 - PROVISIONS**

**INTRODUCTION:**

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

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

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

Tenants should keep a copy of this Rider and of any lease they sign.

**1. GUIDELINES INCREASES FOR RENEWAL LEASES**

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

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of 1 or 2 years. The guidelines order may incorporate additional provisions, such as a supplementary low-rent adjustment. For additional information see DHCR Fact Sheet #26.

**2. VACANCY INCREASES FOR VACANCY LEASES**

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease ("vacancy lease"). The legal regulated rent immediately preceding the vacancy may be increased by statutory vacancy increases as follows:

If the vacancy lease is for a term of 2 years, 20% of the previous legal regulated rent; or if the vacancy lease is for a term of 1 year, the increase shall be 20% of the previous legal regulated rent less an amount equal to the difference between:

- a) The 2 year renewal lease guideline promulgated by the New York City Rent Guidelines Board ("RGB") applied to the prior legal regulated rent and
- b) The 1 year renewal lease guideline promulgated by the RGB applied to the prior legal regulated rent.

Additional increases are available to owners where the legal regulated rent was last increased by a vacancy allowance eight or more years prior to the entering into of the subject vacancy lease or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. Generally, this increase equals 0.6%, multiplied by the prior legal regulated rent, multiplied by the number of years since the last vacancy increase.

If the prior legal regulated rent was less than \$300, the total vacancy increase shall be as calculated above, plus an additional \$100. If the prior legal regulated was at least \$300, and no more than \$500, in no event shall the total vacancy increase be less than \$100.


A RGB order may authorize an additional vacancy "allowance," which is separate from the statutory vacancy increase which an owner may charge. The tenant has the choice of whether the vacancy lease will be for a term of 1 or 2 years. For additional information see DHCR Fact Sheets #5 and 26.

Pursuant to the Rent Act of 2011, effective June 24, 2011, owners can charge and collect no more than one (1) vacancy lease rent increase in a calendar year (January 1st through December 31st).

**3. SECURITY DEPOSITS**

An owner may collect a security deposit no greater than one month's rent. However, if the present tenant moved into the apartment prior to the date the apartment first became rent stabilized, and the owner collected more than one month's rent as security, the owner may continue to retain a security deposit of up to two month's rent for that tenant only. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New

RA-LR1 (7/14) Initials: 

York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet #9.

**4. OTHER RENT INCREASES:**

In addition to guidelines and statutory vacancy increases, the rent may be permanently increased based upon the following:

**(A) Individual Apartment Improvements ("IAI")** - Where an owner installs a new appliance in, or makes an improvement to an apartment, the owner may be entitled to increase the rent of that apartment for the new appliance or improvement. If an apartment has a tenant in occupancy, the owner can only receive a rent increase for the individual apartment improvement if the tenant consents in writing to pay an increase for the improvement(s). However, if the apartment is vacant, tenant consent is not required.

Pursuant to the Rent Act of 2011, effective September 24, 2011, in buildings that contain more than 35 apartments, the owner can collect a permanent rent increase equal to 1/60th of the cost of the Individual Apartment Improvement (IAI). In buildings that contain 35 apartments or less, the owner can collect a permanent rent increase equal to 1/40th of the cost of the IAI, as had previously been allowed.

For example, if a new dishwasher is installed in a vacant apartment, in a 100 unit building, and the cost is \$900, the rent can be increased by \$15 (1/60th of \$900). The same installation in a 20 unit building would result in a \$22.50 rent increase (1/40th of \$900). The increase, if taking place on a vacancy, is added to the legal rent after the application of the statutory vacancy increase, not before. (See Fact Sheet # 12 for additional information).

**The Rent Code Amendments of 2014 require that the DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI's) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease" to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)**

**(B) Major Capital Improvements ("MCI")** - An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler, or new plumbing. The owner must receive approval from DHCR which will permit the owner to increase rents pro-rata by 1/84th of the cost of the improvement. The owner is not required to obtain tenant consent. Tenants are served with a notice of the owner's application and have a right to challenge the MCI application on certain grounds. For additional information see DHCR Fact Sheet #24.

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

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

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

An increase based on a major capital improvement or hardship may not exceed 6% in any 12 month period. Any increase authorized by DHCR which exceeds these annual limitations may be collected in future years.

**5. RENT REGISTRATION:**

**(A) Initial**

An owner must register an apartment's rent and services with DHCR within 90 days from when the apartment first becomes subject to the RSL. To complete the rent registration process, the owner must serve the tenant's copy of the registration statement upon the tenant. The tenant may challenge the correctness of the rental as stated in the registration statement within 90 days of the certified mailing to the tenant of the tenant's copy of the registration statement.

**(B)Annual**

The annual update to the initial registration must be filed with DHCR by July 31st with information as of April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy. The rental amounts registered annually are challengeable by the filing with DHCR of a "*Tenant's Complaint of Rent Overcharge and/or Excess Security Deposit*" (DHCR Form RA-89). In general, the rental history that precedes the 4 year period prior to the filing of the complaint will not be examined. The Rent Codes Amendments of 2014 do however, provide for certain exemptions, including histories involving preferential rents.

**(C)Penalties**

Failure to register shall bar an owner from applying for or collecting any rent increases until such registration has occurred, except for those rent increases which were allowable before the failure to register. However, treble damages will not be imposed against an owner who collects a rent increase, but has not registered where the overcharge results solely because of such owner's failure to file a timely or proper initial or annual registration statement. Where the owner files a late registration statement, any rent increase collected prior to the late registration that would have been lawful except for the failure to timely and properly register will not be found to be an overcharge.

**6. RENEWAL LEASES:**

A tenant has a right to a renewal lease, with certain exceptions (see provision 11 of this Rider, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a 1 or 2 year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

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

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

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

**(A)**the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;

**(B)**if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet vacancy allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet vacancy allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in provision 10 of this Rider);

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

**(2)** provisions for rent increases if authorized under Section 423 of the Real Property Tax Law, a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law;

**(D)**if the Attorney General, pursuant to Section 352-eeee of the General Business Law, has accepted for filing an Eviction Plan to convert the building to cooperative or condominium ownership, a clause may be added providing that the lease may be cancelled upon expiration of a 3 year period after the Plan is declared effective. (The owner must give the tenant at least 90 days notice that the 3 year period has expired or will be expiring.)



(E)if a proceeding based on an Owner's Petition for Decontrol ("OPD") is pending, a clause may be added providing that the lease will no longer be in effect as of 60 days from the issuance of a DHCR Decontrol Order, or if a Petition for Administrative Review ("PAR") is filed against such order, 60 days from the issuance of a DHCR order dismissing or denying the PAR, (see provision 18 of this Rider, "Renewal Leases Offered During Pendency of High Income Deregulation Proceedings").

#### 7. RENEWAL LEASE SUCCESSION RIGHTS:

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

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

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

#### 8. SERVICES:

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

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

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

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

#### 9. SUBLETTING AND ASSIGNMENT:

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

A tenant who sublets his/her apartment is entitled to charge the sub-tenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully

furnished with the tenant's furniture. Where the tenant charges the sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

**Assignment of Leases**

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

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may charge the assignee, a vacancy allowance, the rent the owner could have charged had the renewal lease been a vacancy lease. Such vacancy allowance shall remain part of the Legal Regulated Rent for any subsequent renewal lease. The rent increase is the vacancy allowance available when the tenant's renewal lease commenced and it takes effect when the assignment takes place.

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

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

**10. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE:**

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

Below are listed some but not all grounds for eviction:

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

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner seeks the apartment in good faith for personal use or for the personal use of members of the owner's immediate family;
- (C) the building is owned by a hospital, convent, monastery, asylum, public institution, college, school, dormitory or any institution operated exclusively for charitable or educational purposes and the institution requires the apartment for residential or nonresidential use pursuant to its charitable or educational purposes; or
- (D) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

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

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

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

**11. EVICTION WHILE THE LEASE IS IN EFFECT:**

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

Below are listed some but not all grounds for eviction:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;

(D) is illegally using or occupying the apartment;

(E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease; or

(F) is occupying an apartment located in a cooperative or condominium pursuant to an Eviction Plan. (See subdivision (D) of provision 7 of this Rider, "Renewal Leases".) A non-purchasing tenant pursuant to a Non-Eviction Plan may not be evicted, except on the grounds set forth in (A) - (E) above.

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

## **12. COOPERATIVE AND CONDOMINIUM CONVERSION:**

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

A Senior Citizen or a Disabled Person in a building which is being converted to cooperative or condominium ownership pursuant to an Eviction Plan is eligible for exemption from the requirement to purchase his/her apartment to remain in occupancy. This exemption is available to Senior Citizens, or to Disabled Persons with impairments expected to be permanent, which prevent them from engaging in any substantial employment. A Conversion Plan accepted for filing by the New York State Attorney General's office must contain specific information regarding this exemption.

## **13. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM:**

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

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet # 20 and # 21.

## **14. SPECIAL CASES AND EXCEPTIONS:**

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, or federal financing or mortgage insurance programs. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

## **15. HIGH INCOME RENT DEREGULATION:**

Upon the issuance of an Order by DHCR, apartments which: (1) are occupied by persons who have a total annual income in excess of \$200,000 per annum for each of the two preceding calendar years and (2) have a legal regulated rent of \$2,500 or more per month, shall no longer be subject to rent regulation ("High Income Rent Deregulation"). The Rent Stabilization Law permits an owner to file a Petition for High Income Rent Deregulation on an annual basis. As part of the process, the tenant will be required to identify all persons who occupy the apartment as their primary residence on other than a temporary basis, excluding bona fide employees of the tenant(s) and sub-tenants, and certify whether the total annual income was in excess of \$200,000 in each of the two preceding calendar years. If the tenant fails to provide the requested information

to DHCR, an order of deregulation will be issued. If the tenant provides the requested information and certifies that the total annual income was not in excess of \$200,000, the NYS Department of Taxation and Finance will review whether the apartment is occupied by persons who have a total annual income in excess of \$200,000 in each of the two preceding calendar years. **Owners cannot serve the Income Certification Forms and/or Petition for High Income Rent Deregulation on an apartment where the tenant is the recipient of a Senior Citizen Rent Increase Exemption (SCRIE) or a Disability Rent Increase Exemption (DRIE).**

Pursuant to the Rent Act of 2011, the thresholds for deregulation were changed to \$2,500 in rent and \$200,000 in annual income. Prior to this, the thresholds had been \$2,000 in rent and \$175,000 in annual income. For High-Rent High-Income Deregulation, the effective date is July 1, 2011, which means that it will begin to apply to applications filed in the 2012 cycle, not to applications filed prior to July 1, 2011.

**16. HIGH RENT VACANCY DEREGULATION:**

If an apartment is vacated and the rent can be lawfully raised to a legal regulated rent (Rent Stabilization) or maximum rent (Rent Control) of \$2,500 or more per month, such apartment qualifies for permanent deregulation, and therefore for removal from all rent regulation. For High-Rent Vacancy Deregulation, the effective date for the threshold change from \$2,000 to \$2,500 is June 24, 2011.

Pursuant to the Rent Code Amendments of 2014, the first tenant of the apartment after it becomes deregulated is required to be served by the owner with a DHCR Notice (HRVD-N). The notice is required to contain the reason for deregulation, the last regulated rent and the calculation of the new rent that qualified for deregulation. In addition, the owner is required to serve the tenant with a copy of a registration statement filed with DHCR indicating the deregulated status and the last legal regulated rent. (See Fact Sheet # 36).

**17. RENEWAL LEASES OFFERED DURING PENDENCY OF HIGH INCOME DEREGULATION PROCEEDINGS:**

Where a High Income Deregulation Proceeding is pending before DHCR and the owner is required to offer a renewal lease to the tenant, a separate rider may be attached to and served with the Rent Stabilization Law "Renewal Lease Form" (RTP-8). If so attached and served, it shall become part of and modify the Notice and Renewal Lease. The text of the rider is set forth below and may not be modified or altered without approval of DHCR.

**NOTICE TO TENANT:**

Pursuant to Section 5-a of the Emergency Tenant Protection Act, or Section 26-504.3 of the Rent Stabilization Law, the owner has commenced a proceeding before DHCR for deregulation of your apartment by filing a Petition by Owner for High Income Rent Deregulation on .

That proceeding is now pending before DHCR. If DHCR grants the petition for deregulation, this renewal lease shall be cancelled and shall terminate after 60 days from the date of issuance of an order granting such petition. In the event that you file a Petition for Administrative Review (PAR) the order of deregulation, or if you have already filed such PAR and it is pending before DHCR at the time you receive this Notice, and the PAR is subsequently dismissed or denied, this renewal lease shall be cancelled and shall terminate after 60 days from the issuance by DHCR of an order dismissing or denying the PAR.

Upon such termination of this renewal lease, the liability of the parties for the further performance of the terms, covenants and conditions of this renewal lease shall immediately cease.

**18. AIR CONDITIONER SURCHARGES:**

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

**19. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS:**

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

## 20. PREFERENTIAL RENT:

A preferential rent is a rent which an owner agrees to charge an amount that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases. The terms of the lease may affect the owner's right to terminate a preferential rent. If the lease agreement contains a clause that the preferential rent shall continue for the term of the tenancy, not just the specific lease term, then the preferential rent cannot be terminated for that tenancy. The preferential rent continues to be the basis for future rent increases. However, if the lease is silent and did not contain a clause that clarified whether the preferential rent was for the "term of the lease" or "the entire term of the tenancy", then the owner may terminate the preferential rent at the time of the lease renewal. Ordinarily, the rental history preceding the 4 year period to the filing of an overcharge complaint will not be examined. However, the Rent Code Amendments of 2014 do provide that when an owner claims that the rent being charged is "preferential", DHCR will examine the lease and rent history immediately preceding such preferential rent, even if it is before 4 years, to assure that the higher "legal" rent is correctly calculated and lawful. (See Fact Sheet # 40.)

## 21. LANGUAGE ACCESS:

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

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

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

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

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

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

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

**Appendix**

Some agencies which can provide assistance

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

DHCR is a state agency empowered to administer and enforce the Rent Laws. Tenants can contact DHCR at our website: [www.nysdcr.org](http://www.nysdcr.org) or by visiting one of our Public Information Offices listed below for assistance.

**Queens**

92-31 Union Hall Street  
Jamaica, NY 11433

**Lower Manhattan**

25 Beaver Street  
New York, NY 10004

**Upper Manhattan**

163 West 125th Street  
New York, NY 10027

**Bronx**

2400 Halsey Street  
Bronx, NY 10461

**Brooklyn**

55 Hanson Place  
Brooklyn, NY 11217

Attorney General of the State of New York - [www.ag.ny.gov](http://www.ag.ny.gov)

120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

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

Real Estate Financing Bureau

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

New York City Department of Housing Preservation and Development (HPD): - [www.nyc.gov/hpd](http://www.nyc.gov/hpd)

Division of Code Enforcement

Principal Office

100 Gold Street, New York, N.Y. 10038

- enforcement of housing maintenance standards.

New York City Central Complaint Bureau

215 West 125th Street, New York, N.Y. 10027

- receives telephone complaints relating to physical maintenance, health, safety and sanitation standards, including emergency heat and hot water service. This service is available 24 hours per day. However, complaints as to emergency heat service are received only between October 1st and May 31st of each year.

New York City Department of Finance - [www.nyc.gov/finance](http://www.nyc.gov/finance)

SCRIE/DRIE Exemption

59 Maiden Lane, 19th Floor, New York, New York, 10038

- administers the Senior Citizen Rent Increase Exemption program and Disability Rent Increase Exemption program.

Mayor's Office for People with Disabilities - [www.nyc.gov/mopd](http://www.nyc.gov/mopd)

- 100 Gold Street, 2nd Floor, New York, NY 10038

65 North 6th Street

New York City Rent Guidelines Board (RGB): - [www.housingnyc.com](http://www.housingnyc.com)

51 Chambers Street, Room 202, New York, N.Y. 10007

- promulgates annual percentage of rent increases for rent stabilized apartments and provides information on guidelines orders.

Copies of New York State and New York City rent laws are available in the business section of some public libraries or NYS.gov. A person should call or write to a public library to determine the exact library which has such legal material.

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



# FIRE SAFETY PLAN

I/We, **Lindsey R. Peterson**, of Apartment **PH C** located in the building known as **65-69 North 6th Street, Brooklyn, NY 11211** have received a copy of the building's current Fire Safety Plan.

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

**CHECK ONE:**

- 1.  There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
- 2.  There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.

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

Distributed by **Olive Partners II, LLC** Date: **January 25, 2016**

Received by:

*Lindsey Peterson* 1/25/16  
 Lindsey R. Peterson (Received) Date

Copy of this form **MUST** be available for FDNY inspection.  
Original **MUST** be returned to **Olive Partners II, LLC**



# FIRE SAFETY PLAN PART I - BUILDING INFORMATION SECTION

**BUILDING:** 65 North 6th Street  
**ADDRESS:** 65-69 North 6th Street, Brooklyn, NY 11211

**BUILDING OWNER/REPRESENTATIVE:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**BUILDING INFORMATION:**

**Year of Construction:** \_\_\_\_\_

**Type of Construction:**     Combustible     Non-Combustible

**Number of Floors:** \_\_\_\_\_

**Sprinkler System:**     Yes     No

**Description:** \_\_\_\_\_

**Fire Alarm:**     Yes     No

**Manual Pull Stations:** \_\_\_\_\_

**Public Address System:**     Yes     No

**Location of Speakers:** \_\_\_\_\_

**Means of Egress:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Other Information:** \_\_\_\_\_

\_\_\_\_\_

**Date Prepared:** \_\_\_\_\_

## FIRE SAFETY PLAN PART II - FIRE EMERGENCY INFORMATION

**BUILDING:** 65 North 6th Street

**ADDRESS:** 65-69 North 6th Street #PH C, Brooklyn, NY 11211

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

<b>Manhattan</b>	<b>(212) 999-2222</b>
<b>Bronx</b>	<b>(718) 999-3333</b>
<b>Brooklyn</b>	<b>(718) 999-4444</b>
<b>Queens</b>	<b>(718) 999-5555</b>
<b>Staten Island</b>	<b>(718) 999-6666</b>

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.



### 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:

**Lindsey R. Peterson, 65-69 North 6th Street #PH C, Brooklyn, NY 11211.**

(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.

By: **MGT Property Management LLC**

*(Olive Partners II, LLC (Owner))*

Date

Lindsey R. Peterson, (Tenant)

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 añualmente 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.) Certificacion de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Articulo 14 del codigo 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 pamfleto 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 fomulario a: 825 Third Avenue 37th Floor, New York, NY 10022**

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

Initials:



## PREFERENTIAL LEASE RIDER

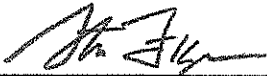
This rider is annexed to and made part of the lease commencing on February 15, 2016 between Olive Partners II, LLC as Landlord and Lindsey R. Peterson as Tenant(s) for apt. # PH C at 65-69 North 6th Street Brooklyn NY 11211.

If there shall be any conflict between any of the provisions of this Rider and any of the terms of the appended printed Lease, such conflict shall be resolved in each and every instance in favor of the provisions of this Rider.

Notwithstanding the Rent reserved on the face page of this Lease, the Tenant shall only be required to pay the sum of \$3,950.00 for the term of this Lease.

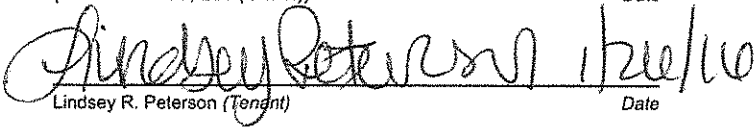
Similarly, the Tenant shall only be required to pay the sum of \$3,950.00 as a Security Deposit.

By: **MGT Property Management LLC**



(Olive Partners II, LLC (Owner))

Date



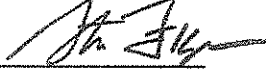
Lindsey R. Peterson (Tenant)

Date

## RENT CONCESSION RIDER

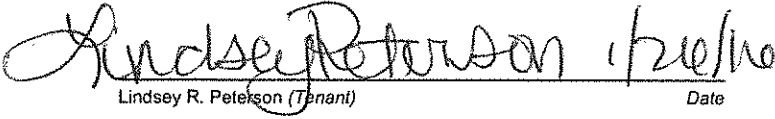
Provided Tenant is not in default of any terms or conditions of this lease, Tenant shall be given a one-time rent credit in the amount of **\$3,950.00**. This credit shall be applied to the Tenant's account for the month of **September, 2016**. If, however, this Lease shall terminate due to the default of Tenant, the rent credit shall be null and void, and any part of the rent credit applied to the account of Tenant shall be immediately due and payable.

By: **MGT Property Management LLC**



\_\_\_\_\_  
(Olive Partners II, LLC (Owner))

\_\_\_\_\_  
Date



\_\_\_\_\_  
Lindsey R. Peterson (Tenant)

\_\_\_\_\_  
Date

## TEMPORARY RENT CONCESSION RIDER

IT IS HEREBY AGREED by and between Olive Partners II, LLC, Owner of the premises known as and located at 65-69 North 6th Street #PH C, Brooklyn, NY 11211 and Lindsey R. Peterson (hereinafter "Tenant"), tenant of Apartment PH C in the subject premises (hereinafter "subject apartment") as follows. This additional clause is attached to and forming a part of Lease dated January 25, 2016.

1. The parties agree that the legal regulated rent for the subject apartment is \$5,944.26 (base rent) per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), as set forth in the Lease dated January 25, 2016 (hereinafter the "Lease"); and
2. During the entirety of said Lease term, which expires on February 28, 2017, subject to any lawful adjustments, the legal regulated rent shall remain \$6,241.47 (base rent) per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), however, the parties agree that in order to assist the tenant in the current weakened economy the Tenant may tender and the Owner will temporarily accept a reduced amount of \$3,950.00 per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), subject to any lawful adjustments, in full payment and satisfaction for the monthly rent for the 1 year, 0 months and 15 days period from February 15, 2016 through February 28, 2017, representing a temporary concession of rent. Additionally, Owner has agreed to a one-time concession of \$ 3,950.00 to be given during the 8th month of tenancy. If said one-time concession exceeds the monthly rent for any given month, then the remainder will apply during the subsequent months as specified in the attached Rider titled "Notice to Tenants".
3. Said temporary concessions are neither intended as a permanent rent reduction, nor are they intended as a preference to govern throughout Tenant's tenancy.
4. Other than during the 1 year, 0 months and 15 days specified herein, the full monthly legal regulated rent recited in this Lease or any renewals thereof, subject to future lawful adjustments (if any) must be paid in order to satisfy Tenant's rent obligation pursuant to the lease then in effect and the decision to whether any concession is granted in any subsequent renewal lease shall rest solely with the Owner; and
5. In the event Tenant defaults on any of its obligations during any term of its tenancy, and fails to cure said default after proper notice, Tenant shall no longer be entitled to said concessions and any amount previously applied to Tenant's account shall immediately become due and owing and Tenant shall not be entitled to future concessions.
6. It is acknowledged and agreed by the parties that the legal regulated rent for any subsequent lease renewal will be based upon the legal regulated rent of \$5,944.26 (base rent) per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), as set forth in the Lease dated January 25, 2016, subject to any lawful adjustments, such that the Owner's willingness and agreement to accept a temporarily reduced rent shall have no affect upon the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code; and
7. Rent increases and rent adjustments shall be in the amounts permitted by law and shall, during this tenancy, have the effect of increasing the legal regulated rent by the applicable percentages, increments or adjustments permitted by law.
8. It is understood that, to the extent, if any, that the Owner applies for and is granted any rent adjustments during the tenancy, for the purpose of calculating and implementing such adjustments, such calculation and adjustment shall be by reference to the legal regulated rent then in effect.
9. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.
10. The covenants, agreement, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

65 North 6th Street

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

By: **MGT Property Management LLC**

\_\_\_\_\_  
(Olive Partners II, LLC (Owner))

\_\_\_\_\_  
Date

*Lindsey R. Peterson* 1/22/16  
\_\_\_\_\_  
Lindsey R. Peterson (Tenant) Date

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Lindsey R. Peterson**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input checked="" type="checkbox"/> Individual/Sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company Enter the tax classification (C=Corporation, S=S corporation, P=partnership) _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions)	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
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Address (number, street, and apt. or suite no.) <b>65-69 North 6th Street #PH C</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Brooklyn, New York 11211</b>	

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 line 1 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.

**Note:** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	Social security number <table style="width:100%; text-align: center; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px;">2</td> <td style="border: 1px solid black; width: 20px;">5</td> <td style="border: 1px solid black; width: 20px;">9</td> <td style="border: 1px solid black; width: 20px;">8</td> <td style="border: 1px solid black; width: 20px;">1</td> <td style="border: 1px solid black; width: 20px;">6</td> <td style="border: 1px solid black; width: 20px;">1</td> <td style="border: 1px solid black; width: 20px;">5</td> <td style="border: 1px solid black; width: 20px;">9</td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> </table>	2	5	9	8	1	6	1	5	9	or									Employer identification number								
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or																												
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**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

Sign Here	Signature of U.S. person: <i>Lindsey Peterson</i>	Date: <i>1/20/16</i>
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<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/fw9">www.irs.gov/fw9</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>Form 1099-INT (interest earned or paid)</li> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>	<ul style="list-style-type: none"> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i></p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>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, and</li> <li>Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.</li> </ol>
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*JP*

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Sign Here	Signature of U.S. person: <i>Lindsey Peterson</i>	Date: <i>1/20/10</i>
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*LP*

CASHIER'S CHECK



Date 01/26/2016

Void after 7 years

440

Remitter: LINDSEY R PETERSON

Pay To The Order Of: OLIVE PARTNERS II

Pay: THREE THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00 CENTS \$\*\* 3,950.00 \*\*

Drawer: JPMORGAN CHASE BANK, N.A.

Signature: Brent Dean, Senior Vice President, JPMorgan Chase Bank, N.A., Columbus, OH

Memo: 65 N 6 PHC. Note: For information only. Comment has no effect on bank's payment.



8813468219 044000037 758661433

SEC DEP # PHC



Official Check

8838622557

64-79/611

Fraud Protected

by Positive Pay

Purchaser: \*\*J. Frederic Peterson\*\*

Date

Initials (type) 190849 1887655 Center

Jan. 14, 2016

PAY: \*\*\*\*\$3,800.00\*\*\*\*

\$ \*\*3,800.00\*\*

To the Order of: \*\*Olive Partners II LLC\*\*

SunTrust Banks, Inc. by its Authorized Agent SunTrust Bank



Signature: Rosalinda J. Pence, Authorized Signature

Payable at SunTrust Bank For: 65 N 6th. PHC

8838622557 061100790 7019019996

RENT PHC

CASHIER'S CHECK



Date 01/26/2016

Void after 7 years

440

Remitter: LINDSEY R PETERSON

Pay To The Order Of: OLIVE PARTNERS II

Pay: ONE HUNDRED FIFTY DOLLARS AND 00 CENTS \$\*\* 150.00 \*\*

Drawer: JPMORGAN CHASE BANK, N.A.

Signature: Brent Dean, Senior Vice President, JPMorgan Chase Bank, N.A., Columbus, OH

Memo: 05 N 6TH PHC. Note: For information only. Comment has no effect on bank's payment.



8813468218 044000037 758661433

RENT PHC