LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment for the term and at the Rent stated on these terms.

LANDLORD: Charles Henry Properties, LLC
P.O. Box 682
New York, NY 10108

TENANT/s: Jose Llamas
Apt 4
336 East 56th Street
New York, NY 10022

APARTMENT ADDRESS (the Apartment): Apt 4, 336 East 56th Street, New York, NY 10022

LEASE DATE: February 26, 2023

TERM: 12 Months

Beginning: March 1, 2023

Ending: February 29, 2024

Yearly Rent: $29,400.00

Monthly Rent: $2,450.00

Security: $2,450.00

RIDER: Additional terms on pages initialed at the end by the parties is attached and made part of this lease._____(initial)

1 . **Use:** The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and for no other reason. The Apartment may be occupied by the Tenant/s named above, and by the immediate family of the Tenant/s, and by occupants as defined in and only in accordance with Real Property Law 235-f.

2. **Failure to give possession:** Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable at the beginning of the Term unless Landlord is unable to give possession. Rent shall be payable as of the date possession is available. Landlord must give possession within a reasonable time, if not. Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. **Rent, added rent:** The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay rent. Rent must be paid in full without deduction. The first month' s rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called

“added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

4. **Notices:** Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to the Landlord‘s address. It will be considered delivered on the day mailed, or if not mailed, when lett at the proper address. A notice must be sent certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord’s address is changed.

5. **Security:** Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of deposit. if the Bank is not named, Landlord will notify Tenant of the Bank‘s name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other item in this Lease, Landlord may use security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant’s failure. If the Landlord uses the security Tenant shall, upon notice from the Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times the Landlord will have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition an the last day of the Term. then the Landlord will retum the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security and the Landlord will be deemed released. The Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant’s security will bear interest only if required by law. Landlord will give Tenant the interest when Landlord is required to retum the security to the Tenant. Any interest retumed to the Tenant will be less the sum the Landlord is allowed to keep for expenses. Landlord need not give the Tenant interest if Tenant is in default.

6. **Services:** Landlord will supply: (a) water for kitchen and bathroom, (b) gas for cooking.

Landlord is not required to install air-conditioning. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliance supplied by the Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant’s expense. The repair cost will be added rent.

Tenant must pay for all electric, telephone, baseboard heating, electric hot water heat, and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air-cooling equipment or other appliances unless installed by the Landlord or with the Landlord's written consent. Tenant must not use more electric than the wiring or the feeders to the Building can safely carry.

Landlord may stop the service of the plumbing, heating, elevator, air cooling or electrical systems, because of an accident, emergency, repairs, or changes until the work is complete.

7. **Sale of Bldg:** If the Landlord wants to sell the bldg Landlord shall have the right to end this Lease by giving 60 days notice to Tenands).lf Landlord gives Tenant that notice then the Lease will end and Tenant(s) must leave the Apartment at the end of 60 days period in the notice.

8. **Alteration:** Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built-in" decorations, partitions, railings or make alterations to or paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations shall become the property of the Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of Term. The demand shall be by notice given at least 15 days before the end of the Term. Tenant shall comply with demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a lien is filed on the Apartment or Building for any reason relating to Tenant's fault, Tenant must immediately pay or bond the amount stated in the Lien. Landlord my pay or bond the Lien if the Tenant fails to do so within 20 days alter Tenant has notice about the Lien. Landlord's cost shall be added to the rent.

9. **Repairs:** Tenant must take good care of the Apartment and all the equipment and fixtures in it. Landlord will repair the plumbing, heating and electrical systems. Tenant must at Tenant's cost make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added to the rent.

10. **Fire, accident, defects, damage:** Tenant must give Landlord prompt notice of tire, accident, defects, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged part of the Apartment. Landlord is not required to repair or replace any fixtures, fumishings or decorations but only equipment that was originally installed by the Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the Apartment cannot be used, Landlord has 30 days to decide whether to repair it. Landlord's decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what reasonable time is, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not fully under Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before the Landlord notifies the Tenant of its decision to repair. If the fire or casualty is caused by an act of neglect of the Tenant or guest of the Tenant all repairs will be made at the Tenant's expense and Tenant must pay the full rent with no adjustment. Then cost of repairs will be added to the rent.

Landlord has the right to demolish. rebuild or renovate the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this lease within 30 days alter the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish, rebuild or renovate. The Lease will end 30 days after the Landlord's cancellation notice to the Tenant. Tenant must deliver Apartment to the Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This section is intended to replace the terms of New York Real Property Law Section 227.

11. **Liability:** Landlord is not liable for loss, expense or damage to any person or property, unless due to Landlord 's negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and reasonable expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts or neglect for Tenant's family, employees, guests or invitees.

12. **Entry by Landlord:** Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems or equipment and perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord may show the Apartment to possible buyers, lenders or tenants of the entire Building or land. At reasonable hours, Landlord may show the Apartment to possible or new tenants during the last 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency.

13. **Assignment and sublease:** Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment. lf Tenant does. Landlord has the right to cancel the Lease as stated in the Tenant's Default section. State law

may permit Tenant to sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after assignment or sublet is permitted even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from the Tenant as Landlord shall determine. The assignee or subtenant does not become Landlord's Tenant. Tenant is responsible for acts and neglect of any person in the Apartment.

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

l5. **Condemnation:** If all of the Apartment or Building is taken or condemed by legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled. Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

16. **Construction or demolition:** Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Apartment it shall not affect Tenant's obligations in this Lease.

17. **Tearing down the Building:** If the Landlord wants to tear down the entire Building, Landlord shall have the right to end this Lease by giving six (6) months to Tenant. If Landlord gives Tenant such notice and such notice was given to every residential Tenant in the Building, then the Lease will end and Tenant must leave the Apartment at the end of the 6 month period in the notice.

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

19. **Playground, pool, parking and recreation areas:** If there is a playground, pool, parking or recreation area, Landlord may give Tenant permission to use it. Tenant will use the area at Tenant's own risk and must pay all fees Landlord charges. Landlord's permission may be cancelled at any time.

20. **Terraces and balconies:** The Apartment may have a terrace or balcony. The Terms of this Lease apply to the terrace or balcony as if part of the Apartment. The Landlord may make special rules for the terrace and balcony. Landlord wfll notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

Tenant is responsible to make all repairs to the terrace or balcony at its sole expense regardless of the cause and whether or not existing prior to Tenant's occupancy. Tenant shall maintain the terrace and balcony in good repair.

21. **Tenant's certificate:** Upon request by Landlord, Tenant shall sign a certificate stating the following (I) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully preformed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; (4) rent and added rent have been paid to date; and (5) any other reasonable statement required by Landlord. The certificate will be addressed to the party Landlord chooses.

22. **Correcting Tenant's defaults:** If Tenant fails to timely correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be added rent.

23. **Tenant's duty to obey laws and regulations:** Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notice received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

24. **Tenant's default:** A Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated:

(1) Failure to pay rent or added rent on time, 3 days.

(2) Failure to move into the Apartment within 15 days after the beginning date of the Term, 10 days.

(3) Issuance of a court order under which the Apartment may be taken by another party, 10 days.

(4) Improper conduct by Tenant, annoying other Tenants, 10 days. .

(5) Failure to comply with any other term or Rule in the Lease, 10 days.

A. If Tenant fails to cure the default in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default can nor be cured in the time stated, Tenant must begin to cure within that time and diligently until cured.

B. If Tenant's application for the Apartment contains any material misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 24A.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps:

(a) peacefully enter the Apartment and remove Tenant and any person or property, and

(b) use eviction or other lawsuit method to take back the Apartment.

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

(a) Rent and added rent for the unexpired Term becomes due and payable,

(b) Landlord may relet the Apartment and anything in it. The reletting may be for any term. Landlord may charge any rent or no rent and give allowances to the new Tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.

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

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

(e) 1f Landlord relets the Apartment the fact that all or part of the next Tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next Tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

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

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

26. **No waiver, illegality:** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a Term in this Lease is illegal, the rest of this Lease remains in full force.

27. **Insolvency:** If Tenant assigns property for the benefit of creditors, or a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 Days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall and as the date stated in the notice. Tenant must continue to pay rent, damages. losses and expenses without offset. If Tenant files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is field against Tenant, Landlord may not terminate this lease.

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

(1) The comfort or rights of other Tenant's must not be interfered with. This means that annoying sounds. smells and lights are not allowed.

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

(3) Tenant may not Operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are nor allowed on passenger elevators. Should the elevator be decommissioned by owner/management, this should not be construed as a decrease in services and/or result in areduction in rent.

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

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

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

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

(8) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed.

(9) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant mustnot send Landlord's employees on personal errands.

(I0) Improperly parked cars may be removed without notice at Tenant's cost.

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

(12) Tenant shall conserve energy.

29. **Representations, changes in Lease:** Tenant has read this Lease. All promises made by the Landlord are 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.

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

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

32. **Space "as is":** Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.

33. **Landlord's warranty of habitability:** Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

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

35. **Limit of recovery against Landlord:** Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

36. **Lease binding on:** This Lease is binding on Landlord and Tenant and their heirs, distributes, executors, administrators, successors and lawful assigns.

37. **Landlord:** Landlord means the owner (Building or Apartment); or the lessee of the Building, or a lender in possession. Landlord's obligation ends when Landlord's interest in the (Building or Apartment) is transferred. Any acts Landlord must do may be performed by Landlord's agent or employees.

38. **Paragraph headings:** The paragraph headings are for convenience only.

39 **Furnishings:** If the Apartment is furnished, the furniture and other furnishings are accepted as is. If an inventory is supplied each party shall have a signed copy. At the end of the Term, Tenant shall return the furniture and other furnishings clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements.

40 Broker: If the name of a broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Apartment to Tenant. If a Broker's name does not appear, Tenant states that no agent or Broker showed Tenant the Apartment. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect

LANDLORD x_____

Claude Simon
Charles Henry Properties, LLC

TENANT x_____

Jose Llamas

TENANT x_____

TENANT x_____

RIDER TO LEASE

Dated: March 1, 2023

RULES AND REGULATIONS

TENANT must comply with these rules. Notice of new rules will be given to TENANT. LANDLORD is not liable to TENANT if another TENANT violates these rules. TENANT receives no rights under these rules:

1. No aerial or satellite dishes may be erected upon the rooftop of the demised premises.

2. No speakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of premises.

3. The leased premises are equipped with a thermostat. TENANT shall keep the leased premises at a temperature sufficiently high to prevent freezing of water pipes, fixtures, and sprinkler lines. Conversely, said thermostat shall not be indiscriminately raised causing waste of heat or energy.

4. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by TENANT. Should LANDLORD be summoned to “PLUNGE” toilet, a $350.00 charge shall be incurred, and shall be added to rent.

5. No laundry may be hung from the structure or windows.

6. No pets unless gives Tenant(s) approval .

7. No waterbeds.

8. No open garbage cans.

9. A $50.00 service charge will be incurred for checks returned by the bank, for insufficient funds.

10. No gas or charcoal grills are to be used in the demised premises, on the porch, terrace or deck. Grill must be 25 feet away from any structure.

11. The comfort or rights of other TEN ANTS must not be interfered with. This means that annoying sounds, smells and lights are not allowed.

12. No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, window, or exterior walls, terraces or decks of the premises or in the hallways or public areas.

13. TENANT must give Landlord keys to all locks. Doors must be locked at all times. Windows

must be locked when Tenant is out.

14. Garbage disposal rules must be followed.

15. Wash lines, vents, and plumbing fixtures must be used for their intended purpose.

16. Laundry machines and dryer machines are not permitted.

17. Moving firmiture, fixtures, or equipment must be scheduled with LANDLORD. TENANT must not send LANDLORD'S employees on personal errands.

18. Improperly parked cars may be removed without notice at TENANT'S cost.

19. Smoke detectors requiring batteries are to be maintained by TENANT.

20. Please call the office in case of repairs or services.

21. Do not nail, paste, cement, or attach anything to the kitchen and bath cabinets. They should be cleaned with a mild soap or detergent. Hot pots, cigarettes or electric appliances should not be placed directly on kitchen counters. Do not cut directly on the counter use a cutting board.

22. If the premises have a laundry room in the basement, please observe all posted instructions.

23. The fixtures and appliances in the Apartment or home are entrusted to your care. If you or your guests damage them, you will be charged for their replacement or repair.

24. Do not paint or paste anything on the front door of the Apartment or home.

25. All rents are due and payable on the first day of each month. If the TENANT does not pay the rent by the 5th of each month, the LANDLORD has the right to charge a late fee of $100.00 for the overdue rent. If the Tenant does not pay the rent by the 10th of the month, a late fee of $150.00 may be charged. _____ (initial here)

26. If the LANDLORD starts legal proceedings to collect the rent, the TENANT shall immediately owe theLAN DLORD $100.00 as additional rent. This charge is to reimburse the LANDLORD for legal expense for starting legal action. The TENANT shall owe the LANDLORD reasonable legal charge as additional rent as reimbursement to the LANDLORD for legal proceedings.

27. The Tenant must give the Landlord sixty [60] days written notice, by certified mail, if TENANT plans to vacate the premises prior to the lease expiration date. Tenant will also be subject to a penalty equaling one [1] month rent, in addition to forfeiture of their security deposit. In return, Landlord will provide to Tenant, if Tenant's account is current on all rents and fees, an executed surrender agreement, releasing Tenant of their lease obligation. ____(initial here)

28. TENANT shall abide by building and NYC Recycling Rules for disposal of all garbage. _____(initial here)

29. LANDLORD is renting Apartment “as is” with no Warranty on condition or working order of air conditioners. _____(initial here) .

30. I hereby certify that I will bring NO PETS into Apartment _____(initial here).

31. LANDLORD is not responsible to provide or maintain a master antenna or cable system.

32. Apartment shall be occupied only by those listed on the application. .

33. Tenant agrees to take Apartment “as - is” condition. Landlord is not required to perform any additional repairs, work or maintenance.

34. Tenant agrees and understands that Landlord charges a 0_____per tenant lease renewal fee due at the time first rent payment is made on renewal of new lease.

35. All rent checks must be received in the same envelope, and rent will only be accepted from the parties named on this lease. Should rent payments be submitted in separate envelopes, $100 handling fee will be charged.

36. Tenant agrees and understands that Landlord charges a $500 fee per tenant for replacement Tenant(s) on the lease. This action must be approved by Landlord as Subletting is NOT permitted.

LANDLORD x_____

Claude Simon
Charles Henry Properties, LLC

TENANTx_____

Jose Llamas

TENANT x_____

TENANT x_____

60 DAY NOTICE OF TERMINATION

As an addendum to the lease between Charles Henry Properties, LLC with offices located at

P.O. Box 682, New York, NY 10108, hereinafter called the Landlord, and

Jose Llamas, hereinafter called the Tenant/s, for premises at

Apt 4, 336 East 56th Street, New York, NY 10022, it is agreed by and between the parties, that the Tenant/s recognizes and understands that said premises are not subject to any rent regulation rules of the City or State of New York.

As and for part of the consideration due the Tenant for the Landlord's leasing of said premises to the Tenant, the Tenant agrees that upon the service of written Notice from the Landlord, which notice shall be sent by both Certified Mail and Regular Mail, to the effect that said Landlord elects to terminate said lease sixty (60) days from the date of mailing of said Notice of Termination, the Tenant agrees to vacate the premises no later than sixty (60) days from the date of mailing of said notice. All other terms and conditions of the lease agreement shall remain in effect during that period of time.

It is further agreed that if the Tenant fails to vacate the premises by the end of said sixty (60) day period, that the Tenant shall be responsible for any and all legal fees, expenses and any other costs, including the loss of income incurred by the Landlord. The Tenant is aware of the fact that said costs and loss of income may include any loss to the Landlord as a result of the Landlord's inability to give possession of the Apartment to any tenant or transfer title to the Apartment or give possession to any purchaser of any shares allocated to the Apartment as a result of the Tenant's failure to vacate the premises within (60) day period of time.

Dated: March 1, 2023

TENANT x_____

TENANT x_____

TENANT x_____

Clause for De-Stabilized Leases

The Subject Apartment is exempt from regulation and control. The Tenant acknowledges this exempt status and further acknowledges that the provision of the Rent Stabilization Law, the Rent Control Law or other governmental regulation, do not apply to this rental.

Landlord x_____

Claude Simon
Charles Henry Properties, LLC

TENANTx_____

Jose Llamas

TENANT x_____

TENANT x_____

INSURANCE RIDER

Date: March 1, 2023

Lease expiration date: February 29, 2024

Monthly rent: $ 2450

Tenant/s: Jose Llamas,

THIS IS TO ACKNOWLEDGE THAT THE ABOVE MENTIONED TENANT IS RESPONSIBLE TO PROVIDE HOME OWNERS OR RENTERS INSURANCE, THEFT AND LIABILITY WITHIN 72 HOURS OF SIGNING OF THE LEASE AND ALSO NAMING AS ADDITIONAL INSURED. IF THIS IS NOT COMPLETED WITHIN THE REQUIRED PERIOD OF TIME THE LANDLORD RESERVES THE RIGHT TO PROVIDE INSURANCE ON BEHALF OF THE TENANT AND BILL WITH THE NEXT MONTHLY RENT FOR THE FULL AMOUNT OR TERMINATE THE LEASE.

TENANT x_____

Jose Llamas

TENANT x_____

TENANT x_____

Smoke Alarm Receipt

Date: March 1, 2023

Tenant/s: Jose Llamas

Address: Apt 4, 336 East 56th Street, New York, NY 10022

I (we) have/receive one smoke alarm/s, installed in the above Apartment, in working condition. I understand that I will be responsible for the maintenance and repair of same which also includes the replacement of batteries.

TENANT x_____

Jose Llamas

TENANT x_____

TENANT x_____