

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: Carlos Valdivia
Apt 5
336 East 56th Street
New York, NY 10022

APARTMENT ADDRESS (the Apartment): Apt 5, 336 East 56th Street, New York, NY 10022

LEASE DATE: December 6, 2021 **TERM:** 12 Months **Yearly Rent:** \$28,200
Beginning: December 10, 2021 **Monthly Rent:** \$2,350
Ending: December 9, 2022 **Security:** \$2,350

RIDER: Additional terms on pages initialed at the end by the parties is attached and made part of this lease. CV (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 or electronically to the Landlord's designated bank account. Tenant shall have a 5 day grace period to pay any sum of Rent or Additional rent due under this lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one-half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent. Landlord need

not give notice to tenant 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 left 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 the same condition, subject to reasonable wear and tear, on or before the last day of the Term, then the Landlord will return the security being held within fourteen (14) days after the later of (i) the date this lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Landlord may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Landlord shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period.

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 return the security to the Tenant. Any interest returned 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, ~~(c) electricity~~ ~~(d) hot water~~. *ca*

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 telephone, internet or other utility services used in the Apartment and arrange for them with the

service provider. 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).If 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, furnishings 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 after 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. If 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.

15. Condemnation: If all of the Apartment or Building is taken or condemned 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 will 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 thorn 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 (1) 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. 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.

23. Tenant's default:

Tenant defaults under the Lease if Tenant acts in any of the following ways:

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(i) Tenant fails to carry out any agreement or provision of this Lease;

(ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease or

(iii) Tenant and the Permitted occupants of the Apartment move out permanently before this Lease ends;

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Landlord may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Landlord shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this lease ends, Tenant will remain liable to landlord for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated below.

If Landlord does not receive the Rent and/or Additional Rent within five (5) days of when this lease requires, Landlord or Landlord's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Landlord has served Tenant with a fourteen (14) day written demand, and Landlord does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Landlord may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Landlord may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate this Lease.

24. Remedies of Owner and Tenant's Liability:

If this Lease is ended by Landlord because of Tenant's default, the following are the rights and obligations of Tenant and Landlord:

Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for the the law calls "use and occupancy" until Tenant actually moves out.

Once Tenant is out, Landlord may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Landlord use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.

Whether the Apartment is re-rented or not, Tenant must pay to Landlord as damages:

- (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
- (ii) landlord's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
- (iii) Landlord's expense for attorneys' fees (except in the event of a default judgement).

Tenant shall pay all aforementioned 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 Landlord's right to collect the damages for a later month by a similar action.

If the Rent collected by Landlord from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Landlord, Tenant cannot receive the difference. Landlord's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for above, Landlord is not required to re-rent 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 Apartment.

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 end 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 filed 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. No window air conditioners may protrude onto or exhaust into the fire escape.

(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 not 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 a reduction 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 must be 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 must not send Landlord's employees on personal errands.

(10) 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 fully 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 Landlord 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.

In the event that (i) Landlord intends to offer to renew this lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Landlord does not intend to renew this Lease, Landlord shall provide Tenant written notice as follows:

I. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Landlord shall provide at least thirty (30) days notice;

II. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Landlord shall provide at least sixty (60) days notice ; or

III. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Landlord shall provide at least ninety (90) days notice.

Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks notice of Tenant's intention to terminate, Landlord shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Landlord shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deficiencies prior to the end of the tenancy (or, at Landlord's sole option, if Tenant fails to remedy any such identified deficiencies, Landlord may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinunder). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Landlord and shall be performed, at Landlord's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Landlord or (ii) by Landlord's contractor(s).

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

41 No Short Term Rental: Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty days, or use the Apartment for same. If Tenant does so, Landlord has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, LANDLORD WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY. TENANT WILL FORTFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY.

LANDLORD x _____

Claude Simon
Charles Henry Properties, LLC

TENANT x  _____

Carlos Valdivia

TENANT x _____

TENANT x _____

RIDER TO LEASE

Dated: December 6, 2021

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 TENANTS 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 furniture, 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. CV (initial here)
26. If the LANDLORD starts legal proceedings to collect the rent, the TENANT shall immediately owe the LANDLORD \$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. CV (initial here)
28. TENANT shall abide by building and NYC Recycling Rules for disposal of all garbage. CV (initial here)
29. LANDLORD is renting Apartment "as is" with no Warranty on condition or working order of air conditioners. CV (initial here) .
30. I hereby certify that I will bring NO PETS into Apartment CV (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 NIL 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

TENANT x _____


Carlos Valdivia

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, NY, NY 10108, hereinafter called the Landlord, and

Carlos Valdivia, hereinafter called the Tenant/s, for premises at

336 East 56th Street, NY 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: December 6, 2021

TENANT x



Carlos Valdivia

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

TENANT x _____



Carlos Valdivia

TENANT x _____

TENANT x _____

INSURANCE RIDER

Date: December 6, 2021

Lease expiration date: December 9, 2021

Monthly rent: \$ \$2,350

Tenant/s: Carlos Valdivia

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 
Carlos Valdivia

TENANT x _____

TENANT x _____

Smoke Alarm Receipt

Date: December 6, 2021

Tenant/s: Carlos Valdivia

Address: Apt 5 336 East 56th Street, NY 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 

Carlos Valdivia

TENANT x _____

TENANT x _____

Charles Henry Properties, LLC, P.O. Box 682, New York, NY 10022

claudio@charleshenryproperties.com

wei@charleshenryproperties.com

claudio@charleshenryproperties.com

Office (9-5 M-F): 212 683 9300

All other times (emergency only) Cell 912 441 0062

EMERGENCY CONTACT SHEET

DATE: December 6, 2021

Tenant

Name: Carlos Valdivia

Address: 336 East 56th St Apt 5 NY NY 10022

Home Phone: _____

Cell Phone: 608 698 1883

Email Address: carlosgustavovaldivia@gmail.com

Person to Contact In An Emergency:

Name: Jerome Hoynes

Phone: 312 203 7766

Alternate Phone: _____

Email Address: ~~Jerome Hoynes~~ jeromehoynes@gmail.com

Relationship: Friend

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): Carlos Valdivia

Subject Premises: 336 East 56th St Apt 5 NY NY 10022

Apt. #: 5

Date of vacancy lease: December 10, 2021

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other: _____

Signature of Tenant(s): _____ Dated: December 6, 2021

Carlos Valdivia

Signature of Owner/Agent: _____ Dated: December 6, 2021

Claude Simon
Charles Henry Properties, LLC

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

Annual Notice

New York City law requires that tenants living in buildings with three or more apartments complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your apartment to determine if a child resides in your apartment.**

Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment.

- You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your apartment.
- If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**

These notice and inspection requirements apply to buildings with three or more apartments built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

Window Guards

By law, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you).

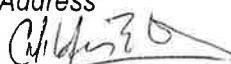
- It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.
- ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

These requirements apply to all buildings with three or more apartments, regardless of when they were built.

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply:

- ☐ A child 5 years or younger lives in my apartment or routinely spends 10 or more hours each week in my apartment.
- ☐ A child 10 years or younger lives in my apartment and:
- ☐ Window guards are installed in all windows as required.
 - ☐ Window guards need repair.
 - ☐ Window guards are NOT installed in all windows as required.
- ☒ No child 10 years or younger lives in my apartment:
- ☐ I want window guards installed anyway.
 - ☐ I have window guards, but they need repair.

Valdivia	Carlos			
Last Name	First Name			Middle Initial
336 East 56th Street	5	New York	NY	10022
Street Address	Apt.#	City	State	ZIP Code
		December 6, 2021		
Signature		Date		Telephone Number

Deadline for return: February 15, 2021

Return form to: name and address of landlord or managing agent. Call 311 for more information about preventing lead poisoning and window falls.