



# LEASE

2-A

**THIS LEASE AND THE APARTMENT ARE NOT SUBJECT TO RENT STABILIZATION, RENT CONTROL OR ANY OTHER RENT REGULATION**

**THIS LEASE** is made on September 1, 2003, between Owner, **Brooke Chilvers**, whose address is c/o Chilvers FLP – 340 East 64<sup>th</sup> Street, New York, New York, 10021, and You, the tenant, **Special Citizens Futures Unlimited Inc. (SCFUI)**, whose address is 350 Fifth Avenue, Suite 627, New York, New York, 10118.

## **1. APARTMENT AND USE**

Owner agrees to lease to Tenant Apartment 2-A on the fourth floor in the Building at 352 East 55<sup>th</sup> Street, Borough of Manhattan, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment shall 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 four (4) years, zero (0) months, zero (0) days; beginning on September 1, 2003 and ending on August 31, 2007. Owner is under no obligation to renew or extend this Lease upon its expiration or termination.

## **3. RENT**

Your monthly rent for the Apartment (shall include a five percent -5%- annual increase) and is described as follows: year one (1) \$1,908.00 per month; year two (2) \$2,003.40 per month; year three (3) \$2,103.57 per month; year four (4) \$2,208.75 per month. Rent is due on the first (1<sup>st</sup>) of the month.

## **4. LATE PAYMENTS/ UNCOLLECTIBLE PAYMENTS**

It shall be understood and agreed that the rent shall be due on the first (1<sup>st</sup>) of each month during the term of the Lease. In the event Tenant fails to pay rent on or before the fifth (5<sup>th</sup>) day of the month in which the rent is due, Tenant shall be liable for a ten percent (10%) penalty as additional rent. This provision shall not alter or modify Tenant's obligation to pay rent on the first (1<sup>st</sup>) day of each month.

RIDER TO LEASE

IT IS HEREBY AGREED, this August 7, 2007 by and between ChemChem (hereinafter "Landlord") with offices c/o Chilvers - 340 East 64<sup>th</sup> Street, New York, New York 10021 and Special Citizens Futures Unltd. (hereinafter "Tenant") located at 350 5<sup>th</sup> Ave Suite 627 NYC NY 10118 as follows:

1. This Rider shall be incorporated into and made a part of the Lease between Landlord and Tenant pertaining to the renting of space by Landlord to Tenant at 352 East 55<sup>th</sup> Street, Apt 2A, New York, New York 10022 (hereinafter "the Lease") which Lease is dated 8/7/07. To the extent, if any, that the terms of this Rider and the terms of the Lease are in conflict, the terms of the Rider shall prevail.
2. Tenant hereby leases from Landlord Apartment 2A at the rent set forth in the original Lease Agreements. Said Apartments are rented by Tenant from Landlord for the 3-yr period commencing Sept 1, 2007 and expiring Aug 31, 2010. The terms of such renting are further described in the Lease.
3. Tenant shall remain fully liable for the payment of all rent, additional rent and other charges payable by Tenant to Landlord.
4. Tenant shall indemnify and hold Landlord harmless for all claims, losses, costs and expenses, including Landlord's attorneys fees, arising out of any acts, claims, violations, default or non-performance by Tenant or Tenant's licensees of any terms of the Lease or Rider thereto.
5. Supplementing ^5 of Lease; Tenant agrees to maintain security with Landlord in the sum equal to one (1) month's rent.
6. Both the Lease and this Rider shall be deemed to be jointly drafted by the parties as to avoid any negative inference against the Drafter.
7. The Lease and Rider shall only be binding upon the Landlord when Tenant has duly executed and delivered duplicate signed originals to Landlord and Landlord has executed and delivered the fully executed original to the Tenant.

Owners and Tenants should read INSTRUCTIONS TO OWNER and INSTRUCTIONS TO TENANT on reverse side before filling out or signing this form.  
**THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM ISSUED UNDER SECTION 2523.5(a) OF THE NEW YORK CITY RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.**

Tenant's Name and Address:  
**JUDITH PELUCHETTE**  
 APT 2B  
 352 EAST 55 STREET  
 NEW YORK, NY

10022

Owner's/Agent Name & Address  
**TORKAN'S STORY HOUSE INC**  
 352 E 55TH STREET #3B  
 NEW YORK NY

DATE 09/12/2011

10022

1. The owner hereby notifies you that your lease will expire on: 01 - 31 - 2012  
 MONTH DAY YEAR

**PART A — OFFER TO TENANT TO RENEW**

2. You may renew this lease, for one or two years, at your option, as follows:

Col. a Renewal Term	Col. b Legal Rent On Sept. 30th Preceding Commencement Date Of This Renewal Lease	Col. c* Guideline % of Minimum \$ Amount (If unknown, check box and see below)* <input type="checkbox"/>	Col. d Applicable Guideline Supplement, if Any	Col. e Lawful Rent Increase, If Any, Effective After Sept. 30th	Col. f New Legal Rent (If a lower rent is to be charged, check box and see item 5 below) <input type="checkbox"/>
1 Year	\$ <u>1,460.46</u>	( <u>3.75%</u> ) \$ <u>54.76</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>1,515.22</u>
2 Year	SAME AS ABOVE	( <u>7.25%</u> ) \$ <u>105.88</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>1,566.34</u>

\* If applicable guideline rate is unknown, at the time offer is made, check box in column 1 and enter current guideline which will be subject to adjustment when rates are ordered.

**3. Security Deposit:**

Current Deposit: \$ \_\_\_\_\_ Additional Deposit Required—1 year lease: \$ \_\_\_\_\_

—2 year lease: \$ \_\_\_\_\_



**4. Specify separate charges if applicable:**

a. Air Conditioner \$ 5.00 b. Appliances \$ 0.00 c. 421 a (2.2%) \$ 0.00 d. Other \$ 0.00 Total separate charges: \$ 0.00

5. Lower Rent to be charged, if any. Tenant shall pay a monthly rent of \$ 1,566.34 for a two-year renewal. Agreement attached:  yes  no

6. Tenant shall pay a monthly rent (enter amount from 2F or 5) of \$ 1,515.22 for a 1 year renewal or \$ 1,566.34 for a 2 year renewal, plus total separate charges (enter amount from 4) \$ 0.00 for a total monthly payment of \$ 1,520.22 for a 1 year renewal or \$ 1,571.34 for a 2 year renewal.

7. This renewal lease shall commence on 02/01/2012, which shall not be less than 90 days or more than 150 days from the date of mailing or personal delivery of this Renewal Lease Form. This Renewal Lease shall terminate on 01/31/2013 (1 year lease) or 01/31/2014 (2 year lease.)

8. This renewal lease is based on the same terms and conditions as your expiring lease. (See instructions about additional provisions.)

9. SCRIE and DRIE. Owner and Tenant acknowledge that, as of the date of this renewal, Tenant is entitled to pay a reduced monthly rent in the amount of \$ \_\_\_\_\_ under the New York City SCRIE program or the New York City DRIE program. The reduced rent may be adjusted by orders of such program.

This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and owners under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant. The rent provided for in this renewal lease may be increased or decreased by order of the Division of Housing and Community Renewal (DHCR) or the Rent Guidelines Board (RGB).

**PART B — TENANT'S RESPONSE TO OWNER**

Tenant: Check and complete where indicated one of the three responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

I (we) the undersigned Tenant(s), accept the offer of a one (1) year renewal lease at a monthly rent of \$ 1,515.22, plus surcharge(s) of \$ 0.00 for a total monthly payment of \$ 1,520.22.

I (we) the undersigned Tenant(s), accept the offer of a two (2) year renewal lease at a monthly rent of \$ 1,566.34, plus surcharge(s) of \$ 0.00 for a total monthly payment of \$ 1,571.34.

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

Dated: 11/5/2011 Tenant's Signature(s): JUDITH PELUCHETTE X \_\_\_\_\_

Tenant's Name(s): JUDITH PELUCHETTE

Dated: \_\_\_\_\_ Owner's Signature: X JUDITH PELUCHETTE

## RESIDENTIAL APARTMENT LEASE

THIS APARTMENT IS NOT SUBJECT TO RENT REGULATION

Owner and Renter make this apartment lease agreement as follows:

Owner's Name: TOKCAN'S Story House INC.

Owner's Address for Notices: 352 E 55th St NYC 10022

1. Renter's Name: \_\_\_\_\_ Driver's License # (if any) \_\_\_\_\_

Social Security #: \_\_\_\_\_

2. Renter's Name: \_\_\_\_\_ Driver's License # (if any) \_\_\_\_\_

Social Security #: \_\_\_\_\_

Renter's Present Address: \_\_\_\_\_

Address of Premises to Be Rented: \_\_\_\_\_

Apt. No.: 3A Monthly Rent: \$ 2435.85

Date of Lease: 9-1-2010 Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_

**1. HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease. In the event of a conflict between the text and a heading, the text controls.

**2. CONDITION "AS IS":** a. Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety. b. Photographs of apartment as of lease commencement are attached to this lease:

→  YES  NO (check one)

**3. USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the terms of this lease. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

<u>Name:</u>	<u>Birth Date:</u>	<u>Relation to Renter:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment within 30 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by law.

**4. RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify

Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.

**5. RENT, ADDED RENT:** a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.

**6. FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the \_\_\_\_\_ day of each month ← shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve (12) month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.

**7. FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$ \_\_\_\_\_ per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

**8. DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner dishonored check fees, in addition to the fee for late payment. These fees are added rent.

**9. SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$ \_\_\_\_\_. ← If required by law, the account will bear interest at the banking institution's prevailing rate. An annual payment of accrued interest will be made by the banking institution to the Renter, less 1%

Torkan's Story House, Inc.  
New York, New York 10022

To: Gerri Zatlow/Special Citizens  
Re: 352 East 55<sup>th</sup> Street  
Apt. 30  
New York, NY 10022  
Date: SEPT. 1, 2010

This addendum replaces the document dated

Addendum to Lease starting

1. Special Citizens will contract and pay directly to the vendor, any work that is required in order to accommodate its consumer.

Landlord must be informed in writing of ALL intended changes.

Tenant must provide all insurance documents from the contractor required by the Landlord's insurance company.

2. The first year's rent is \$2,435<sup>15</sup> and it will increase 5% each year as follows:

The security deposit will be brought up to date with each increase.

3. Special Citizens agrees that starting 9-1-2010 the rent will be paid by automatic/direct payment on the first of each month.

Signed by Tenant: Gerri Zatlow  
Date: September 1, 2010

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**The Landlord and Tenant agree to lease the Apartment at the Rent and for the Term stated on these terms:**

**LANDLORD:** *Tucker's Stately House Inc.* **TENANT:** *Amy Elizabeth D. Donnino*  
Address for Notices: *352 East 55th St.* *352 East 55th St. Apt. 3B*  
*New York, NY 10022* *New York, NY 10022*  
Apartment (and terrace, if any) *at ground floor*

Lease date	Term	beginning	Year	Yearly Rent	Monthly Rent	Security
<i>8/1</i>	<i>2012</i>	<i>7/1</i>	<i>2012</i>	<i>\$27,000</i>	<i>\$2,000</i>	<i>\$1,800</i>

**Rider** Additional terms on *page(s)* initialed at the end by the parties is attached and made a part of this Lease.

**1. Use**

The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment.

**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 as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. 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 the rent. Rent must be paid in full and no amount subtracted from it. 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 to be called "added rent." This added rent 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. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

**4. Security *Plus \$1800 as last month's rent.* AD**

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all of the terms of this Lease, Landlord will return the Security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells or leases the Building, Landlord may give the Security to the buyer or lessee. Tenant will look only to the buyer or lessee for the return of the Security.

**5. Services**

Landlord will supply: (a) heat as required by law, and (b) hot and cold water for bathroom and kitchen sink. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by 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, gas, telephone, water, sewerage and other utility services used in the Apartment and arrange for them with the public utility company.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

**6. Repairs**

Tenant must take good care of the Apartment and all equipment and fixtures in it. 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 expense will be added rent.

**7. Alterations**

Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for, and 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 the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Landlord is not required to do or pay for any work unless stated in this Lease.

**8. Fire, accident, defects, damage**

Tenant must give Landlord prompt notice of fire, accident, 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 cannot 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 structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by 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 fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild 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 fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to 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.

**9. Liability**

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

**10. Landlord may enter**

Landlord may at reasonable times, enter the Apartment to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants.

**11. Assignment and sublease**

Tenant must not assign 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 Default section.

**12. 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 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 the mortgages or 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.

**13. Condemnation**

If all of the Apartment or Building is taken or condemned by a 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 gives 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.

**14. 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. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.

**15. Tenant's defaults and Landlord's remedies**

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Apartment.
3. Improper conduct by Tenant or other occupant of the Apartment.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Apartment and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

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:

1. Use dispossess, eviction or other lawsuit method to take back the Apartment, and
2. To the extent permitted by law, enter the Apartment and remove Tenant and any person or property.

D. If the Lease is ended or Landlord takes back the Apartment, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Apartment and any thing in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Apartment after possession is given to the Landlord by a Court.

**16. Waiver of jury, counterclaim, setoff**

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Apartment, Tenant shall not have the right to make a counterclaim or setoff.

**17. 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 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 by certified mail. Landlord must send a written notice to Tenant if Landlord's address is changed.

**18. 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.

**19. Bankruptcy, insolvency**

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a 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 of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

**20. Rules**

Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates the Rules. Tenant receives no rights under the Rules.

**21. Representations**

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others.

**22. Landlord unable to perform**

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

**23. 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.

**24. 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."

**25. Quiet enjoyment and habitability**

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Apartment for the Term. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

**26. 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 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.

**27. Legal fees**

The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

**28. Lease binding on**

This Lease is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place.

**29. Landlord**

Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agent or employees.

**30. Paragraph headings**

The Paragraph headings are for convenience only.

**31. Changes**

This Lease may be changed only by an agreement in writing signed by and delivered to each party.

**32. Effective date**

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

**Signatures** Landlord and Tenant have signed this Lease as of the date at the top.

**LANDLORD:**

**WITNESS:**

**TENANT:**

*Amy DiDomenico*

*7-31-02*



## RESIDENTIAL APARTMENT LEASE

THIS APARTMENT IS NOT SUBJECT TO RENT REGULATION

Apt 4A  
Owner and Renter make this apartment lease agreement as follows:

Owner's Name: Special Citizens Futures Unlimited, Inc.

Owner's Address for Notices: \_\_\_\_\_

1. Renter's Name: \_\_\_\_\_ Driver's License # (if any) \_\_\_\_\_  
Social Security #: \_\_\_\_\_

2. Renter's Name: \_\_\_\_\_ Driver's License # (if any) \_\_\_\_\_  
Social Security #: \_\_\_\_\_

Renter's Present Address: \_\_\_\_\_

Address of Premises to Be Rented: \_\_\_\_\_

Apt. No.: \_\_\_\_\_ Monthly Rent: \$ \_\_\_\_\_

Date of Lease: \_\_\_\_\_ Beginning: \_\_\_\_\_

Ending: \_\_\_\_\_

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease. In the event of a conflict between the text and a caption, the text controls.

2. **CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety. Photographs of apartment as of lease commencement are attached to this lease.

→  YES  NO (Check one)

3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the terms of this lease. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Relation to Renter: \_\_\_\_\_  
→ \_\_\_\_\_

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by law. Renter may have one roommate or where authorized by Real Property Law, §235-f, no roommate.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30

days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.

5. **RENT, ADDED RENT, RENT ADJUSTMENTS:** a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.

6. **FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 3rd day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.

7. **FEES FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of 5% per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

8. **DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner a dishonored check fee of \$100.00 in addition to the fee for late payment. This fee is added rent.

9. **SECURITY:** Renter has given a security deposit to Owner at

Any changes or improvements will be agreed to in writing.

This agreement can be extended or an additional six months, that is from February 1, 2008 through June 31, 2008.

Special Citizens

Brooke Chilvers

Date

Henry - Brooke  
Chilvers  
August 13, 2007

*Agreement to Extend six months, that is from February 1, 2008 through June 31, 2008,*

Special Citizens

Brooke Chilvers

Date

Henry - Brooke  
Chilvers  
August 13, 2007

SpecCitz#1A-2007August1

Torkan's Story House, Inc.  
New York, New York 10022

To: Gerri Zatlow/Special Citizens  
Re: 352 East 55<sup>th</sup> Street  
Apt. 14A  
New York, NY 10022  
Date:

This addendum replaces the document dated

Addendum to Lease starting:

1. Special Citizens will contract, and pay directly to the vendor, any work that is required in 4A in order to accommodate its consumer.  
Landlord must be informed in writing of ALL intended changes.  
Tenant must provide all insurance documents from the contractor required by the Landlord's insurance company.
2. The first year's rent is \$ and it will increase 5% each year as follows:

1 year: \$2,319.19  
2 year: \$2,435.15

The security deposit will be brought up to date with each increase.

3. Special Citizens agrees that starting SEPT. 08/2010 the rent will be paid by automatic/direct payment on the first of each month.

Signed by Tenant: Gerri Zatlow for Special Citizens  
Date: September 23, 2008

Torkan's Story House, Inc.

Torkan Maham

352 east 55th street

N.Y., N.Y. 10022

This letter is to confirm that Torkan Maham, landlord of Torkan Story House, Inc. will renew the lease for apartment 4a with Special Citizens Futures Unlimited, Inc. where Rusty Horning currently resides. The lease will be renewed in November 2013.

Thank you,



Torkan Maham

7-17-13

FOXED TO 212-646-3281225

# RENEWAL LEASE FORM

Owners and Tenants should read INSTRUCTIONS TO OWNER and INSTRUCTIONS TO TENANT on reverse side before filling out or signing this form.  
**THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM ISSUED UNDER SECTION 2523.5(a) OF THE NEW YORK CITY RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.**

DATE 07/27/2011

Tenant's Name and Address:

**BARBARA HORN**  
 APT 4B  
 352 EAST 55 STREET  
 NEW YORK, NY 10022

Owner's/Agent Name & Address:

**TORKAN'S STORY HOUSE INC**  
 352 E 55TH STREET #3B  
 NEW YORK NY 10022

1. The owner hereby notifies you that your lease will expire on: 11 - 30 - 2011  
 MONTH DAY YEAR

## PART A — OFFER TO TENANT TO RENEW

2. You may renew this lease, for one or two years, at your option, as follows:

Col. a Renewal Term	Col. b Legal Rent On Sept. 30th Pre- ceding Commencement Date Of This Renewal Lease	Col. c* Guideline % or Minimum \$ Amount (If unknown, check box and see below) <input type="checkbox"/>	Col. d Applicable Guideline Supplement, If Any	Col. e Lawful Rent Increase, If Any, Effective After Sept. 30th	Col. f New Legal Rent (If a lower rent is to be charged, check box and see item 5 below) <input type="checkbox"/>
1 Year	\$ <u>1,128.18</u>	( <u>3.75%</u> ) \$ <u>42.30</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>1,170.48</u>
2 Year	SAME AS ABOVE	( <u>7.25%</u> ) \$ <u>81.79</u>	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>1,209.97</u>

\* If applicable guideline rate is unknown, at the time offer is made, check box in column c and enter current guideline which will be subject to adjustment when rates are ordered.

### 3. Security Deposit:

Current Deposit: \$ \_\_\_\_\_ Additional Deposit Required—1 year lease: \$ \_\_\_\_\_ —2 year lease: \$ \_\_\_\_\_

### 4. Specify separate charges if applicable:

a. Air Conditioner \$ \_\_\_\_\_ b. Appliances \$ 5.00 c. 421 a (2.2%) \$ \_\_\_\_\_ d. Other \$ \_\_\_\_\_ Total separate charges: \$ 5.00

5. Lower Rent to be charged, if any. Tenant shall pay a monthly rent of \$ \_\_\_\_\_ for a one-year renewal or \$ \_\_\_\_\_ for a two-year renewal. Agreement attached:  yes  no

6. Tenant shall pay a monthly rent (enter amount from 2F or 5) of \$ 1,170.48 for a 1 year renewal or \$ 1,209.97 for a 2 year renewal, plus total separate charges (enter amount from 4) \$ 5.00 for a total monthly payment of \$ 1,175.48 for a 1 year renewal or \$ 1,214.97 for a 2 year renewal.

7. This renewal lease shall commence on 12/01/2011, which shall not be less than 90 days or more than 150 days from the date of mailing or personal delivery of this Renewal Lease Form. This Renewal Lease shall terminate on 11/30/2012 (1 year lease) or 11/30/2013 (2 year lease).

8. This renewal lease is based on the same terms and conditions as your expiring lease. (See instructions about additional provisions.)

9. SCRIE and DRIE. Owner and Tenant acknowledge that, as of the date of this renewal, Tenant is entitled to pay a reduced monthly rent in the amount of \$ \_\_\_\_\_ under the New York City SCRIE program or the New York City DRIE program. The reduced rent may be adjusted by orders of such program.

This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and owners under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant. The rent provided for in this renewal lease may be increased or decreased by order of the Division of Housing and Community Renewal (DHCR) or the Rent Guidelines Board (RGB).

## PART B — TENANT'S RESPONSE TO OWNER

Tenant: Check and complete where indicated one of the three responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

I (we) the undersigned Tenant(s), accept the offer of a **one (1) year** renewal lease at a monthly rent of \$ 1,170.48, plus surcharge(s) of \$ 5.00 for a total monthly payment of \$ 1,175.48.

I (we) the undersigned Tenant(s), accept the offer of a **two (2) year** renewal lease at a monthly rent of \$ 1,209.97, plus surcharge(s) of \$ 5.00 for a total monthly payment of \$ 1,214.97.

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

Dated: 8-2-11 Tenant's Signature(s): X Barbara L. Horn X \_\_\_\_\_

Tenant's Name(s): **BARBARA HORN**

Dated: 8-4-11

Owner's Signature: X \_\_\_\_\_

