

Subject **RE: Simon. 336 E 56th transcription**
From Darryl Vernon <dvernon@vgllp.com>
To <csimon@fairlane.biz>
Date 2013-08-21 17:51



I can talk now until 6p.

Darryl M. Vernon | **Vernon & Ginsburg, LLP** | 261 Madison Ave, 26th Floor, New York, NY 10016

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From: Claude Simon [<mailto:csimon@fairlane.biz>]

Sent: Wednesday, August 21, 2013 5:47 PM

To: Darryl Vernon

Subject: RE: Simon. 336 E 56th transcription

Are you still around?

The inspection ran over, we're waiting for traffic to clear up before we head out.

From: Darryl Vernon [<mailto:dvernon@vgllp.com>]

Sent: Wednesday, August 21, 2013 4:10 PM

To: 'csimon@fairlane.biz'

Subject: RE: Simon. 336 E 56th transcription

We're not working on contract, per earlier email, until you tell us to. I have a trial Friday all day but could do tomorrow if you want.

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From: Claude Simon [mailto:csimon@fairlane.biz]
Sent: Tuesday, August 20, 2013 8:01 PM
To: Darryl Vernon
Subject: RE: Simon. 336 E 56th transcription

Ok. Thanks. We'll talk tomorrow.

From: Darryl Vernon [mailto:dvernon@vgllp.com]
Sent: Tuesday, August 20, 2013 4:34 PM
To: <csimon@fairlane.biz>
Subject: FW: Simon. 336 E 56th transcription

See below. It's good I went. Met both Alan and Walter. They do own the bldg. Office interesting. Seem hot to conclude this. Got virtually no records when they bought. Say only owned this and a property in Dobbs Ferry. Will discuss when you want. They're sending contract.

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From: Reception
Sent: Tuesday, August 20, 2013 3:53 PM
To: Darryl Vernon
Subject: Simon. 336 E 56th transcription

Met both Alan and Walter.

Bought in 2006. 4 vacant resid. Store vacant. 2 RS. Deregulated apt 5 in 2011. no docs supporting this in file. Says he can send.

Some HPD violations. Will cure them all.

Apt 5 leaving. New lease for 1 year.

Renovated in 2006. Apt floors, appliances but no change in apt perimeters. Changed to sep heat and hot water in each apt but remaining RS T has elec heat but gets hot water from a heater in basement.

Dry cleaner didn't want to put in gas meter and uses a lot of hot water. Agreed that store pays gas bill to extent it's over 44 per month. Water paid by?

Apt. 1. Hildegaard Y. Klages. Took 1 yr at 480 per mos. 2% increase. Exp oct 31, 2013. No kids under 10 per window guard rider. Uses name Yvonne on some earlier renewals. No full lease or any renewals before 2007. NOT GOOD.

Apt. 2. Abigail Diaz. Exp 3-31-2014. 2600 but if pay by 10th then 2100. Borderline legal fee clauses. Agreed destabilized. Ins rider. L cann cancel 60 days notice. No one under 10 per window rider. Bedbug rider.

Apartment 3

- Tenant is Adam Smillie
- Term August 1, 2013-July 31, 2014
- Rent \$1950 a month
- Lease similar to Apartment 2, with the weak fee clause in 23 5d 3, but rider provides: if Landlord starts legal proceedings, Tenant immediately owes \$100. Then [says](#) the Tenant shall owe Landlord reasonable legal charges as additional rent as reimbursement to Landlord for legal proceedings.
- Same 60 day termination rider and destabilization rider and insurance rider
- There's a bedbug infestation rider
- Lead paint rider
- Application says Smillie makes \$100,000 a year as a consultant at Knowledgent (?)
- Born 1987
- Nothing else in Apartment 3 file.

Apartment 4 file has a renewal that is ending April 30, 2014.

- Rent is \$2600
- Tenant name is Abdel Rigumye and Parvina Kabulova
- Another preferential rent rider if you pay by the 10th of the month, rent is \$2075.
- The initial lease is dated April 12, 2012, went for a year, expired April 30, 2013.
- Similar to all the other leases, same preprinted fee clause and same rider fee clause; all other riders the same.

Apartment 5 is the apartment that these owners deregulated.

- There is a rental application for James Padula, shows he's a J.P. Morgan analyst, global investments, makes \$80,000.
- Length of employment- just started August 1, ***I don't see a date on here**
- The lease is dated August 1, 2013, runs to August 31, 2014, only in the name James Padula.
- Same lease as all the others it seems.
- Same fee clause.
- Rider looks the same, all the other riders including bedbugs.
- Previous tenant Samuel Weitzman had a renewal August 30, 2012 that ran to August 31, 2013, at a rent of \$2600, with a preferential rent rider bringing it down to \$1850 if he paid by the 10th of the month.
- The initial lease to Weitzman, dated August 9, 2011 ran one year at \$1850.
- Same riders as the other tenants.
- Nothing about how this apartment got deregulated in this file. SAID THEY'LL SEND THIS BUT RECORDS SO FAR NOT GREAT.

Apartment 6

- Tenant is Carl De Cruze.
 - Rent is \$2600.
 - The renewal is expiring June 30, 2014.
 - There's a preferential rent again, down to \$2100 if you pay by the 10th.
 - Renewable for that was again at \$2600, with a preferential to \$2100.
 - The lease for De Cruze is dated June 25, 2011.
 - Looks the same as all the others.
 - 60 day termination, destabilize, smoke alarm receipt, insurance rider, window guard rider, no one under 10 here either, W-9s, lead paint, and the bedbug rider.
- That's it for this file.

Next there's a file that has some HPD records. I'm told there are some violations; they'll clear up all before closing. And this property registration form shows 336 East 56th Street Realty LLC is the owner. There's an HPD registration receipt that expired April 1, 2013; I don't see an updated one. And there's a Real Property Income and Expense sheet 2012. That's it for this file.

Up next is the store lease. It's a standard form Real Estate Board of NY store lease with a rider.

- The lease is dated September 2012.
- The use clause says: drop-off location for dry-cleaning, alterations and laundry, no other purpose. No dry-cleaning shall take place on the premises. Let's confirm this follows the rebny form (as it's printed differently) other than the rider. A copy of this should be sent to us.
- Next is the rider. Shows a rent schedule -started at \$6200 in year one, it ends at \$7316 in year six. Lease ends September 30, 2018. The Tenant is to pay for electric and heat. Alan says that he didn't want to put in a gas meter, so they charge him everything over \$44 a month. They bill him the excess from their normal bill. He thinks that happened afterwards, I don't see it yet in the lease. Never there. Alan says T will sign anything we need now.
- Need to see Tenant's current insurance- the requirement is not less than \$2 million per occurrence, \$1 million property. The holdover is 1 ½ times. The lease, paragraph 28, says

the Tenant has to put in a meter for water and they didn't do that. There's no rider reflecting that either. personal guarantee by Mila Padua, 34 Cherry Street, Valley Stream, New York and Ismael Padua, same address.

-The guarantor is a good guy, and with a 60-day notice.