

A-1

LEASE AGREEMENT

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

LANDLORD: 1700 FIRST AVENUE LLC
C/O SOL GOLDMAN INVESTMENTS LLC

TENANT: STEVEN FOGELMAN
[REDACTED]

Address for Notices: 640 FIFTH AVENUE 3RD FL
NEW YORK, NY 10019

NEW YORK, NY 10022

Apartment (and terrace, if any): 11A at 400 EAST 89TH STREET NEW YORK, NY 10128

Bank: [REDACTED]

Lease date: JUNE 9, 2014	Term beginning JUNE 15, 2014	Yearly Rent \$31,200.00
	Term ending JUNE 30, 2015	Monthly Rent \$2,600.00
Broker* CITIWIDE		Security \$2,600.00

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 as the primary residence of the Tenant and for no other reason. Only a party signing this Lease may use the Apartment. This is subject to Tenant's rights under the Apartment Sharing Law and to limits on the number of people who may legally occupy an Apartment of this size.

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 must give possession within a reasonable time, if not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the 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 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. 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 the 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 term in this Lease, Landlord may use the 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 Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security

Landlord is allowed to keep for expenses. Landlord need not give Tenant interest on the security if Tenant is in default.

6. Services Landlord will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. 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 a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. 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 and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

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 Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

7. Alteration 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. 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 the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the 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 may pay or bond the lien if Tenant fails to do so within 20 days after Tenant has notice about the Lien. Landlord's costs shall be added rent.

8. Repairs Tenant must take good care of the Apartment and all equipment and fixtures in it. Landlord will repair the

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	Term ending	Monthly Rent \$ 2,600.00
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If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security and 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 Tenant. Any interest returned to Tenant will be less the sum

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If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

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8. Repairs Tenant must take good care of the Apartment and all 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 rent.

9. 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 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 is 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 apartment can not 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 is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within 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 Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant 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, 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 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. 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.

10. 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 of Tenant's family, employees, guests or invitees.

11. 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.

12. 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 a assignment or sublet is permitted, even if Landlord

14. 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 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.

15. 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.

16. 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 notice 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.

17. Liability for property left with Landlord's employees Landlord's employees are not permitted to drive Tenant's cars 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.

18. 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.

19. 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 them at Tenant's expense.

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

20. 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 performed 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.

21. Correcting Tenant's defaults If Tenant fails to timely correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the

begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant 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.

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13. 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, 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.

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

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. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

23. Tenant's default A. Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated: (1) Failure to pay rent or added rent on time, 3 days.

- (2) Failure to move into the Apartment within 15 days after the beginning date of the Term, 10 days.
- (3) Issuance of a court order under which the Apartment may be taken by another party, 10 days.
- (4) Improper conduct by Tenant annoying other tenants, 10 days.
- (5) Failure to comply with any other term or Rule in the Lease, 10 days.

If Tenant fails to cure the default in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default can not be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

B. If Tenant's application for the Apartment contains any material misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 23.A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) use dispossession, eviction or other lawsuit method to take back the Apartment, and (b) to the extent permitted by law, enter the Apartment and remove Tenant and any person or property.

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

(1) Rent and added rent for the unexpired Term becomes due and payable.

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

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including ~~broker's fees, cleaning and repairing costs, decorating costs and advertising costs.~~ *[Handwritten signature]*

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

(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

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

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

24. Jury trial and counterclaims 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. *[Handwritten signature]*

Term shall end as of 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.

27. 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 Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.

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

(3) Tenant may not operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.

(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 carpets or rugs. No waterbeds allowed in Apartments.

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

(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.

28. Representations, changes in Lease Tenant has read this Lease. All promises made by the Landlord are in this Lease. *[Handwritten signature]* There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. 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 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.

30. 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.

31. 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.

B. If Tenant's application for the Apartment contains any material misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 23.A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) use distress, eviction or other lawsuit method to take back the Apartment; and (b) to the extent permitted by law, enter the Apartment and remove Tenant and any person or property.

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

(1) Rent and added rent for the expired Term becomes due and payable.

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

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

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

(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

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

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

24. Jury trial and counterclaims 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.

25. 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.

26. Insolvency If (1) Tenant assigns property for the benefit of creditors, or (2) 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

(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.

(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 carpets or rugs. No waterbeds allowed in Apartment.

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

(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.

28. 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.

29. Landlord unable to perform If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not within Landlord's reasonable control, Landlord is delayed or 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Lease binding on This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

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

37. Paragraph headings The paragraph headings are for convenience only.

38. 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.

39. 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.

XXX

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD: 1700 FIRST AVENUE LLC
C/O SOL GOLDMAN INVESTMENTS LLC

TENANT: STEVEN FOGELMAN

WITNESS: _____

GUARANTY OF PAYMENT

Date of Guaranty _____

Guarantor and address _____

1. Reason for guaranty I know that the Landlord would not rent the Apartment to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. Guaranty I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Lease have no effect This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. Waiver of Notice I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. Performance If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of jury trial I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

XX

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD: 1700 FIRST AVENUE LLC
C/O SOL GOLDMAN INVESTMENTS LLC

TENANT: STEVEN FOGELMAN

WITNESS: _____

GUARANTY OF PAYMENT

Date of Guaranty _____

Guarantor and address _____

- 1. **Reason for guaranty** I know that the Landlord would not rent the Apartment to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.
- 2. **Guaranty** I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
- 3. **Changes in Lease have no effect** This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.
- 4. **Waiver of Notice** I do not have to be informed by the Tenant of any change in the Lease.
- 5. **Performance** If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.
- 6. **Waiver of jury trial** I give up my right to trial by jury in any claim related to the Lease or this Guaranty.
- 7. **Changes** This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures

GUARANTOR: TAMA FOGELMAN

WITNESS: _____

Guarantor's address: _____

ALLENTOWN, PA 18103

State of New York, County of _____

ss.: ACKNOWLEDGMENT

On _____ before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

40. Tenant covenants and agrees that at all times the use of electrical current shall never exceed the capacity of the existing feeders to the building, nor that allocated to the demised premises.

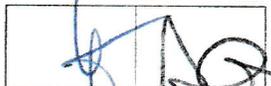
41. Tenant may not move into or out of the demised premises except during the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, and upon appointment with the superintendent. Prior to move in Tenant shall obtain and deliver to Landlord an insurance certificate from his/her mover or moving company or the like naming Landlord as insured and shall include in any contract with the mover a hold harmless agreement and indemnity in favor of the Landlord. Tenant shall ensure that lobby and hallways are properly protected during move in. Floors shall be protected with masonite. Tenant shall be liable to Landlord for any damage or injury caused by Tenant or his/her movers.

42. (a) Tenant cannot build on, add to, change, or alter the apartment in any way, including wallpapering, painting, repainting, or other decorating, without obtaining the Owner's written consent before **TENANT** does anything, emphasis added. It is strictly agreed and understood between landlord and tenant that under no circumstances will tenant paint said apartment or any portion thereof with dark colors. Any painting to be done or performed by the tenant must be painted in a color which can be covered over with one coat of white paint. Without Owner's prior consent, Tenant cannot install or use in the apartment any of the following: dishwashing machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating, or air conditioning units. Tenant may not install any electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Lighting may not be provided by candles under any circumstances. Also, Tenant may not place in the apartment water-filled furniture. All tenants must have active Consolidated Edison Account (unless otherwise provided in paragraph (b) below

(b) gas and electric are not included in the rent.

(c) At the expiration of the term, Tenant shall remove, at his own cost and expense, all wallpaper which he has placed upon the demised premises and/or all wallpaper which was already installed in the premises at the time Tenant first entered herein and which he allowed to remain therein, unless Landlord elects otherwise, in which case the wallpaper shall become the property of the Landlord. In the event that the wallpaper is removed by Tenant, Tenant must cause the walls to be restored to good order and appearance.

PLEASE INITIAL


LANDLORD/TENANT

Page 2

ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

43. This Lease and any riders or attachments shall not be in any way binding upon the Landlord until same has been executed by the Landlord and a copy thereof delivered to the Tenant.

44. It is distinctly agreed and understood that the security monies deposited with the Landlord shall not be applied to the payment of rent for the 1st month of the term of this lease. Tenant covenants that rent for the month of **JUNE 2015** will be promptly paid on the first day of said month and Tenant will leave the premises in good order and condition and broom clean on or before the last day of tenancy. Application of security to cure defaults under this lease shall be made by Landlord in his sole discretion without first commencing a law suit. If the security account is used up wholly or in part, Tenant must replace same within ten (10) days after written notice. Failure to replace security is a breach of this Lease. It is distinctly agreed and understood that with respect to Paragraph #1, failure to pay rent as stated in Paragraph #1 is a substantial violation of this Lease. The security deposit and any increase or addition to same shall be construed for the purpose of collecting it as additional rent in the month following when said became due. The parties confer jurisdiction upon the Landlord and Tenant Part of the Civil Court to enforce payment of said security deposit.

45. It is herein agreed and understood between Landlord and Tenant that Tenant must at all times keep ninety percent (90%) of all floors (except kitchen and bathroom) covered with carpet or rugs.

* 46. **TENANT INSPECTION:** Tenant has inspected the apartment and has full knowledge of its condition. The taking of occupancy of the apartment by Tenant shall be conclusive and final evidence that the apartment was in good and satisfactory condition at the time such occupancy was taken by Tenant.

PLEASE INITIAL



LANDLORD/TENANT

ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

47. **NO WAIVER OF LEASE TERMS:**(a) The failure of owner on one or more previous occasions to take any action against Tenant for violation of, or to insist upon the strict performance of any terms of the Lease, or of the rules and regulations shall not prevent a subsequent act of Tenant of a similar nature from being a violation of the Lease; (b) the receipt by owner of rent with knowledge that the Tenant is not living up to one or more provisions of the Lease shall not be a waiver of any such violation or violations. No agreement of the Lease can be waived by owner unless such waiver is in writing signed by the owner; (c) No payment by Tenant or receipt of owner of a lesser amount than the monthly rent as agreed in the Lease shall be considered to be other than in payment of the earliest portion of the agreed rent then unpaid; (d) No act and agreement to accept surrender of the apartment from Tenant shall be legal and enforceable unless in writing signed by owner and no employee of owner or owner's agent has any authority to accept the keys of the apartment before the end of the Lease and delivery of the keys by or on the behalf of Tenant to any such agent or employee shall not end the Lease, even if such agent or employee accepts such delivery.

48. Tenant and Tenant's family, guests, servants, employees, agents, visitors, and/or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building except when required to do so in an emergency.

49. Landlord shall supply and install new fixtures and improvements agreed to, if any, in the apartment within a reasonable time from the commencement of this Lease. However, it is understood and agreed that there shall be no abatement of rent or any portion thereof for any period during which such improvements are not installed beyond the commencement of the Lease terms. Landlord agrees to diligently place the order with the supplier for such improvements within a reasonable time from the commencement of this Lease.

ITEMS: 1. PAINT & CLEAN

PLEASE INITIAL


LANDLORD/TENANT

ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

50. Tenant hereby acknowledges that it has either received, directly, the keys to the subject premises and possession thereby to the subject apartment or that the Landlord herein has advised the tenant that the keys to the apartment were available with the superintendent of the subject building at the subject premises on this date: 06/13/2014, and that possession of the apartment has been acknowledged.

51. Anything to the contrary notwithstanding contained in each and every other paragraph of this Lease and rider pages, it is strictly agreed and understood that no portion of the rent reserved in the within Lease has been or is allocated to the terrace area which is contiguous to the subject apartment. The terrace area is not a service provided under the within lease, however as long as same is practicable, the tenant herein may use the terrace. The Tenant may not affix furniture to the terrace. Tenant may not place furniture on the terrace except chairs when in use, provided no damage is caused to the terrace by such use. Tenant may not place plants, water any plants, or use water (except minimum necessary to clean) on terrace. In the event that repair, replacement or removal is necessitated for the terrace area, the landlord reserves the right to gain access to same through the subject apartment or otherwise during ordinary business hours and there shall be no diminution in the rent reserved hereunder.

PLEASE INITIAL



LANDLORD/TENANT

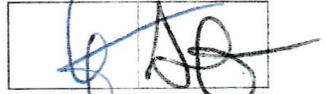
ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

52. In the event the Landlord performs maintenance work in the demised premises, if requested by Landlord, tenant must sign Tenant Approval form indicating the work was satisfactory.

53. **TENANT'S RESPONSIBILITY FOR SEPARATION OF RECYCLABLES AND TRASH**

Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by Landlord for the sorting and separation of such designated recyclable materials. Landlord reserves the right, where permitted by law, to refuse to collect or accept from tenant any waste products, garbage, refuse, or trash which is not separated and sorted as required by law. Where permitted by law, Landlord reserves the right to require Tenant to arrange for such collection, at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord. Tenant's shall pay all costs, expenses, fines, penalties, or damages which may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this paragraph, and, at Tenant's sole cost and expense, Tenant shall indemnify, defend, and hold Landlord harmless (including legal fees and expenses from and against any actions, claims and suits arising from such Tenant non-compliance's, utilizing counsel reasonably satisfactory to Landlord, if Landlord so elects. Tenant's failure to comply with this Paragraph shall constitute a violation of a substantial obligation of the tenancy, and Landlord's rules and regulations. Tenant shall be liable for any costs, expenses or disbursements, including attorney's fees, incurred by Landlord in the commencement and/or prosecution of any action or proceedings by Landlord against Tenant, predicated upon Tenant's breach of this Paragraph.

PLEASE INITIAL



LANDLORD/TENANT

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ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

54. Tenant agrees to notify the Owner, in writing, of any change in identity of the occupants of the apartment. When requested to do so by the Owner, the Tenant will fill out and return to the Owner an Occupant Identity Form (Form AMO-1A) or any other form containing substantially the same information.

55. If, in any one month, the Tenant's rent check bounces, then, the Landlord will notify the Tenant by mail or telephone that his check is insufficient. The Tenant agrees to pay any bank charges and a \$30.00 office charge for any bounced checks and to reissue a new check immediately to cover the rent plus bank and office charges due. The Landlord reserves the right to request that rent be paid in cash or money order or equivalent, following the dishonor of a check.

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A rectangular box containing handwritten initials in blue ink. The initials appear to be 'S' and 'F' written in a stylized, overlapping manner.

LANDLORD/TENANT

ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

56. Tenant acknowledges that Tenant has been offered initially a ONE (1) year lease and that their negotiations (i.e., between the Landlord and the Tenant) resulted in the within lease agreement for the subject term.

If the amount of rent reserved herein and hereunder in this lease is less than the last rental in the last lease for the subject apartment or the last renewal thereof, then and in that event, the parties to this lease agree and acknowledge that the Tenant shall have been charged during the term of the Tenant's occupancy, a preferential rent. The preferential rent is personal to the tenant named in the lease only and will not inure to the benefits of the Tenant's successors or assigns.

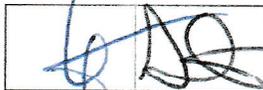
57. **NON-MILITARY STATEMENT**

The Tenant herein advises the Owner that the Tenant is not in the military service of the United States or New York State and that no occupant of the Premises is dependent upon anyone in the military service of the United States or New York State.

Tenant shall notify the Landlord by certified mail, return receipt requested, if, at any time during the term of the lease or any renewal or extension thereof that the tenant has become a member of the military service of the United States or New York State or that an occupant is dependent upon anyone in the military service of the United States or New York State. Tenant shall state the branch of service, serial number and location of the base of service.

In the event Tenant fails to notify the Landlord as provided herein, the Landlord shall therein rely upon this representation that the Tenant is not in the military service of the United States or New York State and that no occupant of said premises is dependent on a person in the military service of the United States or New York State.

PLEASE INITIAL



LANDLORD/TENANT

ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

58. WINDOW GUARDS REQUIRED

YOU ARE REQUIRED BY LAW to have window guards installed if a child 10 years of age or younger lives in your apartment.

YOUR LANDLORD IS REQUIRED BY LAW to install window guards in your apartment:

If you ask him to put in window guards at the time (you need not give a reason)

OR

If a child 10 years of age or younger lives in your apartment.

IT IS A VIOLATION OF LAW to refuse, interfere with installation, or remove window guards where required.

YOUR LANDLORD IS ALLOWED TO BILL and/or increase rent for the installation of window guards per D.H.C.R. policy without specific written D.H.C.R. order for subject tenant or apartment.

*** CHECK ONE ***

CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT.

NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT.

I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER IN MY APARTMENT.

FOR FURTHER INFORMATION CALL: Windows Falls Prevention

Program New York City
Department of Health
125 Worth Street, Room 222A
New York, New York 10013
(212) 676-2158

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LANDLORD/TENANT

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59. It is mutually agreed and understood by and between Landlord and Tenant that:

1. The within apartment is being rented to tenant without air conditioners.

2. Tenant shall not install or use air conditioners within the demised premises without written notice to Landlord. Tenant shall inform Landlord of the air conditioners specifications and date of installation. Should Landlord grant consent to install air conditioner(s) it this the responsibility of the Tenant to ensure that any and all air conditioners installed in the apartment are installed properly in accordance with Local Law 11 of the City of New York. In the event the Landlord ascertains that an air conditioner within the Tenant's premises is improperly installed and has given Tenant written notice thereof, then and in that event the Tenant herewith grants permission to the Landlord to enter the premises for the sole purpose of :

- 1. removing the improperly installed air conditioner (s) from the window , or
- 2. Properly re-installing such air conditioner (s) at Tenant's expense.
- 3. If there are air conditioners in said apartment, the Landlord will take no responsibility for said air conditioners whatsoever

60. It is understood and agreed that in the event the apartment contains a fireplace, the fireplace is ornamental only and fire may not be ignited. The Landlord accepts no responsibility for said fireplace.

61. No hazardous materials, flammable material or any dangerous substance may be stored in the apartment.

62. The building staff is not authorized to accept any delivery for tenant, nor hold, guard or otherwise bear responsibility for any possessions belonging to the Tenant. Nonetheless, if the Tenant leaves any personal property with a member of the building staff, or a delivery is accepted by a member of the staff, tenant will hold the Landlord, its agents and employees harmless to the extent permitted by law in the event the property is lost, damaged, converted, or otherwise harmed by any reason or occurrence whatever.

63. Tenant conveys and agrees that upon vacating the apartment at the end of the lease term that no other occupants will remain in occupancy and the Tenant will leave the apartment vacant and in broom clean condition. If you or any other occupants remain in occupancy after the lease by its terms has ended, the Tenant will remain liable to pay to Landlord for use and occupancy until the occupants have vacated.

PLEASE INITIAL
 
LANDLORD/TENANT

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ADDITIONAL CLAUSES attached to and forming part of a lease dated **JUNE 9, 2014**, by and between **1700 FIRST AVENUE LLC C/O SOL GOLDMAN INVESTMENTS LLC** as Landlord and **STEVEN FOGLEMAN** as Tenant.

63a. Should Tenant hold over in possession after the Expiration Date, such holding over shall not be deemed to extend the term or to renew this Lease; but the occupancy thereafter shall continue as an occupancy from month to month upon the terms and conditions herein contained and at a monthly rent equal to **one and one half (1 1/2'XS) Times** of the monthly rent in effect immediately proceeding the expiration date.

64. (a) The Tenant hereby gives express permission for the Landlord to run a credit check without any further notice to the Tenant at any time during the term of the lease or renewal periods or thereafter in connection with any matter arising from Tenant's occupancy of the premises or the terms of this lease agreement.

(b) Upon request by the Tenant in writing, the Landlord will inform Tenant of the name and address of each consumer reporting agency that has furnished report.

65. The parties hereto agree that pursuant to the rent regulation reform act the subject apartment is de-stabilized and exempt from any rent regulatory control in that the prior lawful rent is \$2,500.00 or greater.

66. LATE PAYMENT: IF ANY INSTALLMENT OF RENT OR ADDITIONAL RENT DUE HEREUNDER IS NOT PAID ON OR BEFORE THE TENTH (10TH) DAY OF THE CALENDAR MONTH DURING WHICH SUCH INSTALLMENT IS DUE, TENANT SHALL PAY LANDLORD AS ADDITIONAL RENT, ON OR BEFORE THE FIRST (1ST) DAY OF THE FOLLOWING MONTH, A LATE FEE EQUAL TO FIVE PERCENT (5%) OF THE MONTHLY RENT TO DEFRAY LANDLORD'S ADMINISTRATIVE AND OTHER COSTS IN CONNECTION WITH SUCH LATE PAYMENT.

67. SUPPLEMENTING PARAGRAPH 12:

(a) Upon any request to sublease or assign this lease, Tenant shall provide information requested by Landlord and remit payment requested by Landlord for application review and credit check for each proposed subtenant.

(b) If Tenant sublet's the apartment, there shall be a ten percent sublet fee added to the Tenant's monthly rent for the duration of the sublease term.

**1700 FIRST AVENUE LLC C/O
SOL GOLDMAN INVESTMENTS LLC**

LANDLORD



STEVEN FOGLEMAN


TENANT

A-15

AMENDED 4/30/15
LEASE EXTENSION AGREEMENT

W11R

AGREEMENT dated 4/15/2015 by and between **1700 First Avenue LLC C/O SOL GOLDMAN INVESTMENTS, LLC** having an office at 1185 Sixth Avenue, New York, New York 10036, as Landlord and **Steven Fogelman** as Tenant.

WHEREAS, Tenant presently occupies **Apartment # 11M** in premises known as **400 East 89th Street, New York NY 10128**, under original lease commencing **6/17/2014**, by and between **1700 First Avenue LLC C/O SOL GOLDMAN INVESTMENTS, LLC** as Landlord and **Steven Fogelman** as Tenant, (hereinafter "Lease") and,

WHEREAS, Landlord and Tenant desire to extend and modify the terms, covenants and conditions of the Lease, it is,

THEREFORE, understood and agreed that the Lease shall be extended and modified under the following terms and conditions:

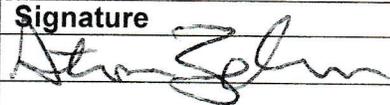
1. The term of the aforementioned Lease shall be extended for a period of **ONE (1) YEAR** commencing **7/1/2015** and expiring **6/30/2016** at the rate of:

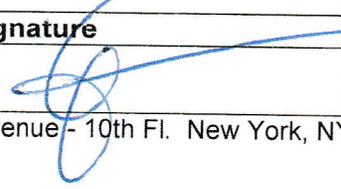
\$31,200.00 per annum payable in monthly installments of **\$2,600.00** from **7/1/2015** through **6/30/2016**.

2. Except as hereinabove specifically modified or extended, all the remaining terms, covenants and conditions of the Lease shall remain the same.

3. Tenant shall pay upon execution hereof the sum of **\$00.00** deemed additional security which when added to tenant's present security will bring total security deposit to **\$2,600.00**.

This lease extension agreement is not binding until fully executed by **Tenant** and **Landlord**.

AGREED AND ACCEPTED - Tenant		
Tenant Name	Signature	Phone: cell and work
Steven Fogelman		917-499-2722

AGREED AND ACCEPTED - Landlord	Signature
1700 First Avenue LLC c/o SOL GOLDMAN INVESTMENTS, LLC	

Return signed copy to: SOL GOLDMAN INVESTMENTS, LLC 1185 Sixth Avenue - 10th Fl. New York, NY 10036-2604 Attn: Residential Leasing

There is no operative sprinkler system in the residential leased premises or common area of the building.

A-16

LEASE EXTENSION AGREEMENT

W11R

AGREEMENT dated 4/27/2016 by and between **1700 First Avenue LLC C/O SOL GOLDMAN INVESTMENTS, LLC** having an office at 1185 Sixth Avenue, New York, New York 10036, as Landlord and **Steven Fogelman** as Tenant.

WHEREAS, Tenant presently occupies **Apartment # 11M** in premises known as **400 East 89th Street, New York NY 10128**, under original lease commencing **6/17/2014**, by and between **1700 First Avenue LLC C/O SOL GOLDMAN INVESTMENTS, LLC** as Landlord and **Steven Fogelman** as Tenant, (hereinafter "Lease") and,

WHEREAS, Landlord and Tenant desire to extend and modify the terms, covenants and conditions of the Lease, it is,

THEREFORE, understood and agreed that the Lease shall be extended and modified under the following terms and conditions:

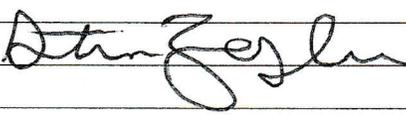
1. The term of the aforementioned Lease shall be extended for a period of **ONE (1) YEAR** commencing **7/1/2016** and expiring **6/30/2017** at the rate of:

\$32,400.00 per annum payable in monthly installments of **\$2,700.00** from **7/1/2016** through **6/30/2017**.

2. Except as hereinabove specifically modified or extended, all the remaining terms, covenants and conditions of the Lease shall remain the same.

3. Tenant shall pay upon execution hereof the sum of **\$100.00** deemed additional security which when added to tenant's present security will bring total security deposit to **\$2,700.00**.

This lease extension agreement is not binding until fully executed by **Tenant** and **Landlord**.

AGREED AND ACCEPTED - Tenant		
Tenant Name	Signature	Phone: cell and work
Steven Fogelman		917-499-2222

AGREED AND ACCEPTED - Landlord	Signature
1700 First Avenue LLC c/o SOL GOLDMAN INVESTMENTS, LLC	

Return signed copy to: SOL GOLDMAN INVESTMENTS, LLC 1185 Sixth Avenue - 10th Fl. New York, NY 10036-2604 Attn: Residential Leasing. **IF YOU ARE CHOOSING NOT TO RENEW**, please contact residentialleasing@solil.com with your move out details and forwarding address(es) and read AND sign the following statement; _____ (By signing) I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease.

There is no operative sprinkler system in the residential leased premises or common area of the building.

A-17

LEASE EXTENSION AGREEMENT

W11R

AGREEMENT dated 4/24/2017 by and between **1700 First Avenue LLC C/O SOL GOLDMAN INVESTMENTS, LLC** having an office at 1185 Sixth Avenue, New York, New York 10036, as Landlord and **Steven Fogelman** as Tenant.

WHEREAS, Tenant presently occupies **Apartment # 11M** in premises known as **400 East 89th Street, New York NY 10128**, under original lease commencing **6/17/2014**, by and between **1700 First Avenue LLC C/O SOL GOLDMAN INVESTMENTS, LLC** as Landlord and **Steven Fogelman** as Tenant, (hereinafter "Lease") and,

WHEREAS, Landlord and Tenant desire to extend and modify the terms, covenants and conditions of the Lease, it is,

THEREFORE, understood and agreed that the Lease shall be extended and modified under the following terms and conditions:

1. The term of the aforementioned Lease shall be extended for a period of **ONE (1) YEAR** commencing **7/1/2017** and expiring **6/30/2018** at the rate of:

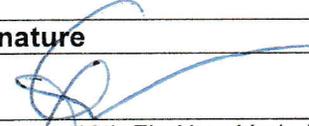
\$33,000.00 per annum payable in monthly installments of **\$2,750.00** from **7/1/2017** through **6/30/2018**.

2. Except as hereinabove specifically modified or extended, all the remaining terms, covenants and conditions of the Lease shall remain the same.

3. Tenant shall pay upon execution hereof the sum of **\$50.00** deemed additional security which when added to tenant's present security will bring total security deposit to **\$2,750.00**.

This lease extension agreement is not binding until fully executed by **Tenant** and **Landlord**.

AGREED AND ACCEPTED - Tenant		
Tenant Name	Signature	Phone: cell and work
Steven Fogelman		917-499-2722

AGREED AND ACCEPTED - Landlord	Signature
1700 First Avenue LLC c/o SOL GOLDMAN INVESTMENTS, LLC	

Return signed copy to: SOL GOLDMAN INVESTMENTS, LLC 1185 Sixth Avenue - 10th Fl. New York, NY 10036-2604 Attn: Residential Leasing. **IF YOU ARE CHOOSING NOT TO RENEW**, please contact residentialleasing@solil.com or call our office at 212-265-1667 with your move out details and forwarding address(es) and read AND sign the following statement; _____ (By signing) I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease.

There is no operative sprinkler system in the residential leased premises or common area of the building.

May 3, 2016

TO: SOLIL MANAGEMENT
Attn: Leasing

FM: Steven Fogelman
400 E 89th ST, Unit 11M

RE: 400 E 89th ST, Unit 11M Lease Renewal

Having lived in the building for two years, it is clear the M-line units of 400 E 89th do not value at \$2700/ month. Besides not having the required in-unit laundry or building amenities such as gym, pool or public outdoor space as ALL Yorkville studios have in that price range, 400 E 89th suffers from neglected plumbing and low maintenance standards.

The M-line units are exposed to sewer gasses coming up through the kitchen sinks every time someone flushes a toilet. It took 18 months just to get acknowledgement of the clogged vent. Then one attempt to resolve the sewer gasses coming into the apartments was finally made at the beginning of February of this year but **did not resolve the issue** and management has not taken any action to properly complete repair of the drains **so sewer gasses continually seep into M-line kitchens.**

In addition for over a year, **there's been water constantly running in the wall between the M and N line bathrooms.** so loud it disturbs sleep. Many repair requests from several M and N-line residents have gone ignored.

Besides immediately addressing building system issues that effect the health and welfare of tenants, there are other routine maintenance issues to upgrade from 'low priority' to 'important' to justify higher rent:

- Air conditioning needs to be available sooner in the spring and longer in the fall.
- Hallway rugs get filthy and need to be shampooed once a year minimum.
- Elevator panels need to be replaced when chipped or cracked. Elevator floor needs to be scrubbed often, not just mopped daily.
- Basement landing area and halls need to be kept up as nice as the Laundry room.
- Control the stench of trash riding up elevator.

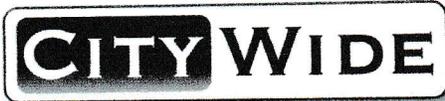
But in the current no-amenity and deferred-maintenance state, unit 11M in 400 E 89th is valued generously (based on comps on streeteasy.com) at \$55/per square foot for a 550 square foot unit, totaling \$2520 per month.

Revised signed leases attached.

Thank you.

Steven Fogelman

A-19



Received: Collin Medford

Application Fee: \$200

From: Steven Fogelman

To: City Wide Apartment inc.

Application Fee's are non-refundable, thank you.

A handwritten signature in black ink, appearing to read "Steven Fogelman", written over a horizontal line.

Received by:

