RIDER 11-90

RIDER TO LEASE MADE AS OF (redacted)
BETWEEN 72A REALTY ASSOCIATES, LANDLORD, AND
(redacted), TENANT, RELATING TO
APT. ✓ IN THE PREMISES KNOWN AS 187 East 4th Street
(a/k/a 58-72 Avenue A), NEW YORK, N.Y. 10009

31. The provisions of this rider are in addition to and do not alter or diminish the tenant's obligations under the printed form of lease executed concurrently herewith.

32. The tenant will not stain, scrape, paint, install linoleum or paste any substance on, or otherwise alter the floors in the apartment, or permit or allow anyone else to do so, without the landlord's prior written consent.

33. The tenant will refrain from conduct which may offend, disturb or disrupt other tenants, including, but not limited to, (i) playing radios, stereos or television sets at loud volumes; (ii) moving furniture during evening or night hours; and (iii) exposing illuminations or projections through the windows.

34. The tenant will not, without the landlord's prior written consent, (i) wallpaper the walls, remove plaster or sheetrock from walls, expose brick, or alter the apartment in any manner; (ii) install or use a dishwasher, washing machine, dryer, air conditioner or other similar appliances in the apartment; (iii) install any electrical wiring in the apartment; or (iv) install gates on windows in the apartment. The Landlord's consent notwithstanding any installation shall conform to the Landlord's instructions and requirements for such installations and any gate installed on a fire escape window shall be a Fire Department approved gate.

35. Tenant understands there is no cable TV in the building and acknowledges that he(she) neither requires nor requests such system.

36. If the tenant defaults in the payment of rent or any other obligation under this lease, including, without limitation, the obligations under paragraph 38, infra, the tenant shall be liable for and shall pay to the Landlord, as additional rent, any costs, expenses and disbursements, including, but not limited to, reasonable attorneys' fees, incurred by the landlord in the commencement or prosecution of any action or proceeding brought because of or to remedy the default or breach.

37. The landlord may collect any surcharge permitted by law in connection with any permitted sublease.

38. The tenant, at his/her sole cost and expense, will comply with all present or future laws, orders and regulations of all state, federal, municipal and local governmental authorities, departments, commissions and boards regarding recycling waste products, garbage, refuse and trash. Tenant will sort and separate such waste products garbage, refuse and trash into the

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categories provided by law and in accordance with the rules and regulations adopted by the Landlord for sorting and separating such materials (recyclable or not recyclable). Landlord reserves the right, where permitted by law, (i) to refuse to collect or accept from Tenant any waste products, garbage, refuse or trash which is not separated and sorted as required and (ii) to require Tenant to arrange for collection of same at Tenant's sole cost and expense, using contractors satisfactory to Landlord. Tenant's failure to comply with this paragraph shall constitute a violation of a substantial obligation of this lease and his/her tenancy. Tenant shall indemnify and hold Landlord harmless from and against any actions and claims and shall pay all costs, fines, penalties, damages and expenses, including, without limitation reasonable counsel fees and disbursements, which may be imposed on or incurred by Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this paragraph.

39. Landlord shall not be liable for damage to the equipment or appliances supplied by landlord, caused by Tenant's acts or negligence or misconduct. Tenant shall not be entitled to or receive any rent abatement or rent reduction for lack of or decrease of services caused by Tenant's own acts of negligence or misconduct or the acts or neglect of Tenant's family, employees, guests or invitees.

40. The Landlord (Owner) hereby notifies the Tenant that the Landlord has filed with the New York State Division of Housing & Community Renewal (DHCR) an application for an increase in the stabilized rent based on a building-wide major capital improvement, which application, dated 11/21/90, is now pending before the DHCR under Docket # EK 430148-OM. Said application seeks an increase in the stabilized rent of $3.61 per room and is based on the following improvewments: Heating System, intercom and mailboxes.

72A REALTY ASSOCIATES
BY: ADZ MANAGEMENT CORP.
General Partner

by: [signature]

(redacted)
Tenant

WITNESS: [signature]