

One Of The Related Companies

Pursuant to Section 421(a) of the New York Real Property Tax Law, Section 2522.5(e) of the Rent Stabilization Code, and paragraph 46 of the lease, Landlord is entitled to receive from the Tenant an additional rent for this apartment of 2.2% per annum of the rent in effect on the anniversary date of the lease during the \_\_\_\_\_\_ fiscal year following the taxable status date immediately following the completion of the premises.

Tenant agrees commencing \_\_\_\_\_\_\_ (the anniversary date of the initial lease that falls between \_\_\_\_\_\_\_ to \_\_\_\_\_\_, inclusive) to pay landlord 2.2% of the actual rent amount in effect (regardless of whether the legal regulated rent may be greater), the additional rent, that is in addition to the rent shown in paragraph 3 of your original, or most recent lease renewal notice, as applicable; and the amount of the additional rent will increase every \_\_\_\_\_\_\_ thereafter until the partial tax exemption period expires, by the amount of the original 2.2% of the actual rent amount in effect during the \_\_\_\_\_\_ fiscal year following the taxable status date immediately following the completion of the premises.

The current cumulative additional rent charge for this apartment is \$\_\_\_\_\_ per month. This amount will increase by \$\_\_\_\_\_ per month on the month and date stated above.

Under the terms of the Section 421(a) Partial Tax Exemption program, the building will be subject to the Rent Stabilization Law for \_\_\_\_\_\_, and, unless the present laws are changed, will also be subject to standard rent increases on renewal during said \_\_\_\_\_\_ year period as approved by the Rent Guidelines Board. Any increases granted by the Rent Guidelines Board shall be applied to the legal regulated rent as registered with the Division of Housing and Community Renewal, which may be greater than the actual rent you pay if the Landlord has granted you a preferential rent. The allowable guideline increase will not be applied to the additional rent identified above, but will be made a part of the rent payable by Tenant. Tenant agrees to pay, when due, all such allowable increases.

The date on which said partial tax exemption period is scheduled to expire is \_\_\_\_\_\_

At the expiration of the partial tax exemption period, the Landlord is entitled to perpetually continue to collect as additional rent the last cumulative amount of the additional rent charged before the expiration. Additionally, at the expiration of the 421a benefits, it is understood that the apartment may no longer by under the laws and protection of rent stabilization or any other rent laws. In such event tenant may not be entitled to a renewal lease as a matter of law and Landlord may be entitled to charge whatever rent Landlord believes is appropriate for the apartment.

## ACKNOWLEDGED, UNDERSTOOD AND AGREED

Tenant

Date

Witness as to Tenant

Tenant

Date

Witness as to Tenant

## **RELATED MANAGEMENT COMPANY, L.P.**

<u>By:</u> Agent

Witness as to Agent