MAXWELL-KATES, INC.

249 West 29th Owners Corp Cooperative Sublease Application
249 West 29th Street
New York, N. Y. 10001

PLEASE COMPLETE THE SUBLEASE REQUIREMENTS AND SUBMIT ONE (1) ORIGINAL SET TO MAXWELL-KATES, INC AT 9 East 38th Street New York, N.Y. 10016 6th floor att: Transfer Department (The Board of Directors and/or its managing agent reserves the right to request any additional information at any time during the review and interview process).

INFORMATION SUBMISSION REQUIREMENTS:

1. Letter from shareholder stating their intentions in regard to returning to the apartment once the sublease has expired.
2. Sublease Application and Sublease Agreement (attached) filled out in its entirety.
3. Two (2) Personal Letters of Reference and Two (2) business letters of reference.
4. Letter of reference from current Landlord or Managing Agent.
5. Employer letter stating salary, position and length of employment.
7. Window Guard Form, Lead Paint Disclosure Form and Homeowner Insurance acknowledgement executed.
8. Credit Report Authorization filled out and authorized

THE FOLLOWING FEES MUST BE SUBMITTED WITH APPLICATION:

SUBTENANT FEES: (payable to “Maxwell Kates, Inc”).
1) Credit/Criminal Reports fee of $200.00 per individual applicant named on the sublease (non-refundable) payable to “Maxwell Kates, Inc”.
2) Application Processing Fee of $400.00 (non-refundable) payable to “Maxwell-Kates, Inc”.
   (payable to “249 West 29th Owners Corp”)
1) Move in deposit of $250.00 payable to “249 West 29th Owners Corp”.
2) Move out deposit of $250.00 payable to “249 West 29th Owners Corp”.

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282  Fax: 212.684.8077  www.maxwellkatesinc.com
APPLICANT’S RELEASE

Re: 249 West 29\textsuperscript{th} Street

Apt. #: ____________

The undersigned applicant(s) is (are) submitting an application to Sub-lease the above referenced apartment at 249 West 29\textsuperscript{th} Street.

Applicant(s) has submitted payment for certain fees including but not limited to fees to check applicants’ credit/criminal and to process this application.

Applicant(s) acknowledges that the application to Sub-lease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the applicant is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant(s) release(s) both the Cooperative Corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all cost and expenses (including attorney’s fees) incurred by the Cooperative and/or managing agent.

__________________________________________
Applicant Signature

__________________________________________
Applicant Signature
SHAREHOLDER(S) INFORMATION

Date ____________________________ 20__

Apartment # ____________ Original Date of Purchase ________________

Purchase Price: ____________________________

Has this apartment ever been subleased to anyone else prior to the current applicant? __

If so, please indicate dates ____________________________

Current Sublease Request Information:

Lease Term: From: ____________________________ To: ____________________________

Rent: Monthly: $__________________________ Yearly: $__________________________

Shareholder(s): ________________________________________________________________

Forwarding Address: _____________________________________________________________

Home Phone #: ____________________________ Business Phone #: ____________________________

Broker's Name: #1. ____________________________ 2. ____________________________

Broker's Firm: # 1. ____________________________ 2. ____________________________

Broker's Phone #: 1. ____________________________ 2. ____________________________
MAXWELL-KATES, INC.

TENANT(S) GENERAL INFORMATION

PERSONAL INFORMATION

Applicant Full Name:__________________________________________

Date of Birth:______________Social Security #:____________________

Citizenship:____________________

Co-Applicant Name:__________________________________________

Date of Birth:______________Social Security #:____________________

Citizenship:____________________

Educational and Professional Background:

Applicant:____________________________________________________

Co-Applicant:________________________________________________

RESIDENCY HISTORY:

PRESENT ADDRESS:___________________________________________

Amount of Mo. Rent $____________________________

Present Phone #:____________________________

Length of Time at Present Address:__________________________

Present Landlord or Mortgage Holder:__________________________

Reason for Moving:___________________________________________

PREVIOUS ADDRESS:_________________________________________

Length of Time at Previous Address:__________________________

Previous Landlord or Mortgage Holder:__________________________

Amount of Mo. Rent $____________________________

Reason for Moving:___________________________________________
MAXWELL-KATES, INC.

EMPLOYMENT INFORMATION

Applicant:

Employed by: ____________________________________________

Period Employed: ___________ Phone #: ______________________

Employer’s Address: ________________________________________

Position Held: ___________________ Supervisor: ___________

Co-Applicant:

Employed by: ____________________________________________

Period Employed: ___________ Phone #: ______________________

Employer’s Address: ________________________________________

Position Held: ___________________ Supervisor: ___________

If your employer has changed in the last (2) two years indicate on the back of this page, name, address and dates of prior employment.

In case of a personal emergency, Notify:

Name: __________________________________________________

Address: _________________________________________________

Relationship: _____________________________________________

Applicant Signature: ____________________________ Date __________

Co-Applicant Signature: ____________________________ Date __________
HOUSE RULES

I (WE) ACKNOWLEDGE HEREBY MY UNDERSTANDING OF THE HOUSE RULES AND ALL TERMS OF THE PROPRIETARY LEASE STATED HEREIN. I (WE) RECOGNIZE THAT BY ACTING TO THE CONTRARY ON ANY TERMS OF THE PROPRIETARY LEASE AND THE HOUSE RULES I(WE) SHALL BE IN VIOLATION OF TERMS AND CONDITIONS OF THE PROPRIETARY LEASE AND ITS SUPPLEMENTS. I (WE) ALSO STATE THAT I (WE) HAVE READ THE HOUSE RULES OF THE APARTMENT CORPORATION AND GIVE MY (OUR) ASSURANCE THAT ALL MEMBERS OF MY HOUSEHOLD AND GUESTS WILL CONFORM TO THEM.

____________________________
APPLICANT SIGNATURE

____________________________
APPLICANT SIGNATURE

Dated: ____________________
HOMEOWNERS INSURANCE

Please be advised that it is a policy of your apartment corporation that all shareholders and tenants carry Homeowners Insurance throughout their ownership and/or residency. Therefore, we request that you include a copy of your insurance binder with this application.

Acknowledged and Agreed by:

______________________________  ______________________________
Shareholder signature          Shareholder signature

Building Address: __________________________

Date: ___________

IMPORTANT NOTE REGARDING INSURANCE REQUIREMENTS:

a) comprehensive personal liability insurance coverage against claims of bodily injury and property damage, with a combined single limit of liability of at least $500,000 per occurrence,

b) all-risk personal property insurance coverage (including coverage for water damage) with respect to the furniture, fixtures and other contents of the Apartment, and the value of improvements and betterments to the Apartment,

c) Such insurance policies shall be issued by one or more insurance companies, licensed to do business in New York.

d) Shareholder shall name Lessor as an additional insured party and designate the Lessor as a “certificate holder” entitled to notice if the policy is terminated.
## BALANCE SHEET

### ASSETS

- Cash
- Checking Accounts (Note 1)
- Savings Accounts (Note 1)
- Marketable Securities
- Life Insurance Net Cash Value
- Non-Marketable Securities (Note 2)
- Real Estate Owned (Note 3)
- Automobiles/Pleasure Craft Owned
- Vested Interest in Retirement Fund
- Net Worth of Business Owned (Note 5)
- Furniture and Personal Property
- Notes Receivable
- Other Assets

### TOTAL ASSETS

### LIABILITY

- Installment Debt Payable (Note 6)
- Other Unsecured Loans (Note 6)
- Mortgage Loans (Note 6)
- Automobiles/Pleasure Craft Loans
- Other Secured Loans (Note 6)
- Other Liabilities (Note 7)
- Income Tax Payable

### TOTAL LIABILITY

### Net Worth

### TOTAL LIABILITIES AND NET WORTH

(The Notes on the attached page are part of this Balance Sheet and must be completed.)

Please indicate below any lease commitments (autos, pleasure crafts, etc. to which you are obligated.)

### TENANT(S) SIGNATURE:

1. ______________________  2. ______________________
### NOTES TO BALANCE SHEET

**Note 1**

<table>
<thead>
<tr>
<th>Account #</th>
<th>Name and Address of Banking Institution</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Note 2 No.**

<table>
<thead>
<tr>
<th>Type Shares</th>
<th>Issuer Security</th>
<th>Market Value</th>
<th>Monthly Dividend &amp; Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

(Please submit brokerage statement or other report)

**Note 3**

<table>
<thead>
<tr>
<th>Address of Property</th>
<th>Type of Property</th>
<th>Cost of Property</th>
<th>Market Value</th>
<th>Amt. of Mort. &amp; other Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Note 4** Make and Year of Vehicle:

________________________

**Note 5** Briefly Describe Other Assets:

________________________

**Note 6** Please provide the following for all Debt:

<table>
<thead>
<tr>
<th>Creditor's Name and Address</th>
<th>Acct. No.</th>
<th>Monthly Payments</th>
<th>Months Left</th>
<th>Unpaid Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

NOTE: Briefly describe any other liabilities:
### ANNUAL INCOME STATEMENT

<table>
<thead>
<tr>
<th>Income</th>
<th>Applicant Annual</th>
<th>Co-Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dividend/Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alimony/Child Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Income</td>
<td></td>
<td></td>
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<tr>
<td>Sale of Capital</td>
<td></td>
<td></td>
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<tr>
<td><strong>Other (Itemize Separately)</strong></td>
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<tr>
<td>1.</td>
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<td>2.</td>
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<td>4.</td>
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<tr>
<td><strong>TOTAL INCOME</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ANNUAL HOUSING EXPENSES

<table>
<thead>
<tr>
<th>Expense</th>
<th>Current</th>
<th>Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td></td>
<td></td>
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<tr>
<td>Maintenance</td>
<td></td>
<td></td>
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<tr>
<td>Mortgage</td>
<td></td>
<td></td>
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<tr>
<td>Other Financing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
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<tr>
<td><strong>ANNUAL HOUSING EXP:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Housing/Income Ratio:
249 WEST 29TH OWNERS CORP.

HOUSE RULES

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.

2. No patient of any doctor, or client, customer or job applicant of any lessee who has workspace in the building shall be permitted to wait in the lobby.

3. Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

4. No public hall above the ground floor of the building shall be decorated or furnished by any lessee in any manner without the prior consent of all of the lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such lessees, the Board of Directors shall decide.

5. The ground floor lobby area of the building shall not be decorated or furnished in any manner without the prior consent of the Board of Directors.

6. No lessee shall make or permit any disturbing noises in the building or do or permit anything to be done there in which will interfere with the rights, comfort or convenience of other lessees. No lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loudspeaker or crate any other noisy disturbance in such lessee’s apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the building.

NO CONSTRUCTION OR REPAIR WORK OR OTHER INSTALLATION OR ACTIVITY INVOLVING NOISE SHALL BE CONDUCTED IN ANY APARTMENT EXCEPT ON WEEKDAYS (NOT INCLUDING LEGAL HOLIDAYS) AND ONLY BETWEEN THE HOURS OF 8:30 A.M. AND 5:00 P.M.

7. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the exterior windowsills of the building without prior approval of the lessor. The Superintendent shall be authorized to remove any articles found in the stairwell. In the event a fine is levied against the lessor for violating the fire code as a result of articles placed in the stairwell, the lessor is entitled to demand that any offending lessee be responsible to the lessor for the full amount of any such fine.
8. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the lessor or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval. The lessor may revoke this privilege at any time.

9. All windows shall be conforming in size, style and color with the existing windows. No window shall be replaced without the prior consent of the Board of Directors.

10. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the lessor or the Managing Agent.

11. No motorized scooters or similar vehicles shall be allowed in a passenger elevator. Baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

12. MESSENGERS, TRADESPERSONS AND DELIVERY PEOPLE SHALL NOT BE PERMITTED INTO THE BUILDING UNLESS ACCOMPANIED BY A LESSEE OR HIS/HER AGENT.

13. Kitchen supplies, market goods, food deliveries, and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation. Those hours are from 9:00 a.m. to 5:00 p.m. weekdays except lunch hour. The service elevator shall be used for such purposes during those hours. When the service elevator is not in operation, lessees are responsible for meeting any such delivery person at the front gate.

NOTE: NO DELIVERY PEOPLE ARE PERMITTED INTO THE BUILDING UNACCOMPANIED

14. Bulky or heavy items, including but not limited to furniture and construction materials and equipment, shall be taken in or out of the building through the service elevator and service entrance during service elevator hours, ie., 9:00 a.m. to 5:00 p.m. weekdays except lunch hour. Moving into and moving out of any unit shall be accomplished in the same manner during the same hours.

15. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the Superintendent or the Managing Agent of the building may direct. Currently, the time for placing bundled garbage on the street is all evenings except Saturday. Please note that only Thursday evenings are for recycled material.

16. Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the lessee in whose apartment it shall have been caused.
17. No lessee shall send any employee of the lessor out of the building on any private business of a lessee.

18. No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the lessor; such permission shall be revocable by the lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building or on the sidewalk or street adjacent to the building.

19. No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the lessor or the Managing Agent.

20. The lessor shall have the right from time to time to curtail or relocate any space devoted to storage purposes.

21. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid’s rooms, closets, and foyer.

22. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the lessor or its Managing Agent.

23. The lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the lessee, for ten (10) days after notice in writing from the lessor or the Managing Agent to clean the windows, such cleaning may be done by the lessor which shall have the right, by its officers or authorized agents to enter the apartment for the purpose and to charge the cost of such cleaning to the lessee.

24. The service elevator shall be operated ONLY by employees or authorized agents of the lessor.

25. Complaints regarding the service of the building shall be made in writing to the Managing Agent of the lessor.

26. any consent or approval given under these House Rules by the lessor shall be revocable at any time.

27. It shall be the responsibility of any lessee with a terrace, balcony or roof on which plantings are installed to maintain the containers for those plantings in good condition, and the drainage tiles in operating condition.
28. The agents of the lessor, and any contractor or workman authorized by the lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

29. It is the responsibility of each lessee to ensure that the Superintendent has a copy of the key to his or her apartment. Access to any unit by the Superintendent shall not be unreasonably withheld.

30. Lawful joint living-and-working use of premises is allowed, so long as this does not interfere with any other lessee or the right to quiet enjoyment and safety of any other lessee. The lessor may inspect any premises upon evidence of unlawful or non-conforming use of that premises.

31. Expenses for refuse removal, other than normal household trash, shall be borne by the lessee, subject to the requirements of the Board of Directors and any other lawful means for such removal as allowed by the City of New York.

32. Each lessee shall keep the landings and entrance to his or her unit clean of encumbrances and rubbish and properly maintained. Such requirement shall also apply to roof space that is for the exclusive use of any lessee having such use.

33. If the lessor is required to expend funds for additional insurance because of any particular use or occupation by a lessee, the particular lessee involved may be required to separately pay for such additional insurance.

34. The original Offering Plan for the sale of stock of the lessor shall be considered a part of these House Rules insofar as it contains any conditions or limitations with respect to the use of premises.

35. Where applicable to “lessee” or “lessees,” all rules contained herein and in the Offering Plan apply equally to sub-lessees, whether lawful or unlawful; family, guests, visitors, employees, customers, clients, applicants, agents and other persons present or en route to a lessee’s premises and the lessee shall be responsible for ensuring that all such people present at or en route to his or her premises abide by the aforementioned rules.

36. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the lessor.

37. Violations of these rules will result in a warning and/or notice to cure. If a lessee fails to cure a violation or repeatedly engages in behavior or activity in contravention to the foregoing rules the lessor may levy a fine against the violating lessee in accordance
with the schedule below. Uncured violations or repeated violative behavior after incurring fines may result in eviction.

**SCHEDULE:**  

a. Repeat, or persistent offense, after written warning:  
   $100 plus 10% annual interest

b. Continued, or repeated offense, within three months:  
   $500 plus 10% annual interest, after first fine

38. All residents are required to abide by all House Rules and be current in all financial obligations to 249 WEST 29TH OWNERS CORP. Prior to submission of any packages to the Board for review.
SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease: 19

Parties to this Sublease:

Overtenant:

Address for notices:

You, the Undertenant:

Address for notices:

If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.

Information from Over-Lease:

Landlord:

Address for notices:

Overtenant:

Address for notices:

Date of Over-Lease: 19

Term: from: 19 to: 19

A copy of the Over-Lease is attached as an important part of the Sublease.

Term: 1. years: 19

ending: 19 months: Beginning: 19

Premises rented: 2.

Use of premises: 3. The premises may be used for only.

Rent: 4. The yearly rent is $ You, the Undertenant, will pay this yearly rent to the Over-

tenant in twelve equal monthly payments of $ Payments shall be paid in advance on the first day of each month during the Term.

Security: 5. The security for the Undertenant's performance is $ Over-

tenant states that Over-
tenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.

Agreement to lease and pay rent: 6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.

Notices: 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

Subject to: 8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.

Overtenant's duties: 9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send an Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

Consent: 10. If the Landlord's consent to the Sublease is required, this consent must be received within days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.
12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assignee, heir, or a legal representative such as an executor of your will or administrator of your estate.

14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

STATE OF  
On  
19  
before me personally appeared  

COUNTY OF  

ss.:  

to me known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledged to me that he executed the same.

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:  

Guarantor and address:  

Reason for Guaranty:  

Guaranty:  

1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Under-tenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

2. The following is my Guaranty:

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

3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to
DEPARTMENT OF HEALTH
THE CITY OF NEW YORK
NOTICE TO TENANT OR OCCUPANT

You are required by law to have window guards installed in all windows* 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 a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

| | CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT |
| | WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS* |
| | NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT. |
| | WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS* |
| | I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER |
| | WINDOW GUARDS NEED MAINTENANCE OR REPAIR |
| | WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR |

Tenant's Name: ____________________________                  Tenant's Name: ____________________________
(Print)                        (Address/Apt. No.)

Tenant's Name: ____________________________                  Tenant's Name: ____________________________
(Signature)                          (Date)

RETURN THIS FORM TO:
MAXWELL-KATES, INC.         9 EAST 38TH STREET
6TH FLOOR                   NEW YORK, NY 10016

For Further Information Call:
Windows Falls Prevention (212) 788-4269/4270

*Except windows giving access to fire escapes or a window on the first floor that is required means of egress from the dwelling unit.
ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children age 10 years or younger (under 11) live in your apartment. If young children live in your apartment, the law requires your landlord to inspect for and properly install window guards and to inspect for and safely repair peeling paint.

### Peeling Lead Paint

**By law,** your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child age 6 years or younger (under 7) lives with you.

- You must notify your landlord in writing if a child under 7 comes to live with you during the year.
- If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.

These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

### Window Guards

**By law,** your landlord is required to install window guards in all your windows if a child age 10 or younger (under 11) lives with you, OR if you request them (even if no children live with you).

- **ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
- **It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.

These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.

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**Please check all that apply.**

- A child age 6 years or younger (under 7) lives in my apartment.
- A child age 10 years or younger (under 11) lives in my apartment and:
  - Window guards are installed in all windows as required.
  - Window guards need installation or repair.
  - Window guards are NOT installed in all windows as required.
- No child age 10 years or younger (under 11) lives in my apartment:
  - I want window guards installed anyway.
  - I have window guards, but they need repair.

**Signature**

**Telephone Number**

**Date**

Deadline for return: February 15, 2009

**PLEASE RETURN THIS FORM TO:**

MAXWELL-KATES, INC.
9 EAST 38TH STREET
6TH FLOOR
NEW YORK, NEW YORK 10016

Call 311 for more information on preventing window falls and lead poisoning.
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
   (i) _______ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

   (ii) _______ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the lessor (check (i) or (ii) below):

   (i) _______ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint
     and/or lead-based paint hazards in the housing (list documents below).
   (ii) _______ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards
     in the housing.

Lessees’ Acknowledgment (initial)
(c) _______ Lessee has received copies of all information listed above.
(d) _______ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgment (initial)
(e) _______ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware
     of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the
information they have provided is true and accurate.

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Date</th>
<th>Lessor</th>
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<tbody>
<tr>
<td>Lessee</td>
<td>Date</td>
<td>Lessee</td>
<td>Date</td>
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<tr>
<td>Agent</td>
<td>Date</td>
<td>Agent</td>
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AUTHORIZATION
PLEASE READ CAREFULLY BEFORE SIGNING
I/We authorize a tenant background search or consumer report. I/We authorize the verification of all information in this application and its release to the Landlord/Condominium/Cooperative/Maxwell-Kates, Inc. or other parties connected with the lease/purchase/transfer contemplated herein.

APPLICANT(S) NAME: 1

APPLICANT(S) SIGNATURE: 1

ADDRESS: 1

SOCIAL SECURITY #: 1

DATE OF BIRTH: 1

APPLICANT(S) NAME: 2

APPLICANT(S) SIGNATURE: 2

ADDRESS: 2

SOCIAL SECURITY #: 2

DATE OF BIRTH: 2

NOTICE UNDER NYCACS 20-808
The application provided by you may be used to obtain a tenant screening report; the name and address of the consumer reporting agency or agencies that will be used to obtain such report is/are:

The Screening Pros, LLC
ATT: Consumer Disclosure
P. O. Box 3338, Chatsworth, CA 91313-3338
1-800-877-3908 Ext: 300

Trans Union ATTN: TransUnion Consumer Relations
2 Baldwin Place, P. O. Box 1000, Chester, PA 19022
1 (800) 888-4123
Consumer Rights under the Fair Credit Reporting Act (FCRA)


A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven
years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

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<tr>
<th>TYPE OF BUSINESS:</th>
<th>CONTACT:</th>
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<tr>
<td>Consumer reporting agencies, creditors and others not listed below</td>
<td>Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580  1-877-382-4357</td>
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<tr>
<td>National banks, federal branches/agency of foreign banks (word &quot;National&quot; or initials &quot;N.A.&quot; appear in or after bank's name)</td>
<td>Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219  600-813-6743</td>
</tr>
<tr>
<td>Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)</td>
<td>Federal Reserve Board Division of Consumer &amp; Community Affairs Washington, DC 20551  202-452-3693</td>
</tr>
<tr>
<td>Savings associations and federally chartered savings banks (word &quot;Federal&quot; or initials &quot;F.S.B.&quot; appear in federal institution's name)</td>
<td>Office of Thrift Supervision Consumer Complaints Washington, DC 20552  800-642-6929</td>
</tr>
<tr>
<td>Federal credit unions (words &quot;Federal Credit Union&quot; appear in institution's name)</td>
<td>National Credit Union Administration 1775 Duke Street Alexandria, VA 22314  703-519-4600</td>
</tr>
<tr>
<td>State-chartered banks that are not members of the Federal Reserve System</td>
<td>Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 81408-2636  1-877-275-3342</td>
</tr>
<tr>
<td>Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission</td>
<td>Department of Transportation, Office of Financial Management Washington, DC 20590  202-366-1306</td>
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<tr>
<td>Activities subject to the Packers and Stockyards Act, 1921</td>
<td>Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250  202-720-7051</td>
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