PLEASE COMPLETE THE SUBLEASE REQUIREMENTS AND SUBMIT ONE (1) ORIGINAL SET AND ONE (1) COLLATED COPY TO MAXWELL-KATES, INC AT 9 East 38th Street New York, N.Y. 10016 6th floor Attention: 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).

Request for sublet approval will be considered from shareholders who have resided in their apartments for at least twelve continuous months prior to the sublet period. No more than ten (10%) of the total number of apartments in the building may be sublet at any time. No shareholder will be granted approval for more than one (1) year. Sublet will be approved for a minimum of three (3) months and a maximum of one (1) year. Additional years are possible at the discretion of the Board of Directors in one (1) year increments.

OFFICIAL SUBLET POLICY:
1. Requests for sublet approval will be considered from shareholders who have resided in their apartments for at least twelve continuous months prior to the sublet period.
2. The shareholder must document the specific circumstances necessitating the sublet.
3. Sublets will be approved for a minimum of three (3) months and a maximum of one (1) year. Additional years are possible at the discretion of the Board of Directors in one year increments.
4. If the shareholder will not be attending shareholders’ meetings during the sublet period, the Board shall be provided with a proxy to vote the shareholders’ shares.
5. If a second sublet period is approved by the Board, the fee shall also be 10% of the maintenance charges or $1,000.00, whichever is greater, and where additional sublet periods are approved by the Board, the fee shall increase by 10% per sublet period, or $1,000.00, whichever is greater, for every additional sublet period requested and approved such that the third sublet period fee will be 20% or $2,000.00, whichever is greater, the fourth sublet period will be 30%, or $3,000.00, whichever is greater, the fifth sublet period will be 40% or $4,000.00, whichever is greater - etc up to a maximum of 100%, or $10,000.00, whichever is greater.
6. The sub-lessee shall agree, in writing, to abide by the terms of the Proprietary Lease, the By-Laws of the Corporation, and the House Rules; in the event the subtenant is deemed not to be in compliance with the foregoing terms and rules, the Board will request that the shareholder cure the problem. In the event the problem is not cured, the Board may withdraw its approval of the sublet.
7. The shareholder will continue to be responsible for the prompt payment of maintenance and any assessments imposed by the Board, the shareholder must provide the managing agent and the Board with an address to which communications may be sent during the sublet period.
8. No more than ten (10%) percent of the total number of apartments in the building may be sublet at any one time. No shareholder will be granted approval for more than one sublet during any twelve month period.
9. Request for approval of sublets should be submitted to the managing agent, along with the following items:

Reason for request and dates of proposed sublet.
Name, current address and occupation of proposed subtenant.
Name(s) and relationship to proposed subtenant of any additional occupant(s).
Copy of fully executed sublease agreement.
Personal & business references for all subtenants (two each).
Employment Letter verifying position and income.
Letter of Reference from current Landlord or Managing Agent
Assets and Liability Statement with supporting documents, (forms attached).
Copy of the last three years Income Tax Returns.
Credit Report Authorization filled out and authorized.
Lead Paint Disclosure Form executed.
House Rules and Applicants' Release acknowledgements executed.
Acknowledgement of the Move-In/Move-Out procedures.
Acknowledgement of the Pet Agreement (number and type of pets) fully executed.
Acknowledgement of Sublet Policy by all applicants.
Shareholders to execute proxy form.

The information once completed, will be forwarded to the New Tenants committee, who will then review the package and set up an interview with the proposed subtenant(s). The Committee will make its recommendation to the Board, which will be voted on at its next meeting. The shareholder should initiate the request in sufficient time to allow for all the steps to be completed. No subtenant shall be allowed to move into an apa11mcnt without Board approval.
INFORMATION REQUIREMENTS:
1. Letter requesting reason and permission to sublet
2. Sublease Application filled out in its entirety (form attached) Sublet Agreement executed by all parties
3. Two (2) Personal Letters of Reference and One (1) business letter of reference for each applicant
4. Letter of reference from current Landlord or Managing Agent
5. Employer letter stating salary, position and length of employment
6. Assets and Liability Statement with supporting documents (forms attached)
7. Copy of the last three years Income Tax Returns
8. Credit Report Authorization filled out and authorized
9. Lead Paint Disclosure Form, House Rules and Applicant release forms must be executed
10. Acknowledgement of the Move-in/Move-out procedures and Pet agreement.
11. Acknowledgement of Sublet Policy by all applicants and Shareholder must execute proxy form

APPLICANT FEES: (MUST BESubmitted WITH SUBLEASE PACKAGE)
1. Processing fee of $400.00 payable to “Maxwell-Kates, Inc”.
2. Credit/Criminal check fee of $200.00 (non-refundable) per individual applicant payable to “Maxwell-Kates, Inc”.
3. Move-in deposit (refundable) from applicant in the amount of $500.00 made payable to “315 West 23rd Street Owners Corp”.

SHAREHOLDER’S FEES: (MUST BESubmitted WITH THE SUBLEASE PACKAGE)
1. Move out deposit (refundable): from shareholder in the amount of $500.00 payable to “315 West 23rd Street Owners Corp”.
2. Sublet fee: The shareholder will pay a fee to the Cooperative Corporation equal to 10% of the maintenance charges applicable during the sublet period, or $500.00, whichever is greater. Such fees shall be paid in full prior to the start of the sublet period. (If a second year is approved by the Board, the fee shall also be 10% of the maintenance charges and where additional years are approved by the board, the fees shall increase by 10% every year for every additional year requested and approved such that the third year fee will be 20%, fourth year fee will be 30%, the fifth year fee will be 40%, etc., up to a maximum of 100%).

All move-outs and move-ins can only take place Monday-Friday from the hours of 9AM through 5PM, and must be scheduled in advance with the superintendent and confirmed with Maxwell-Kates, Inc.
Shareholder Information

PLEASE FURNISH THE BOARD OF DIRECTORS AND THE MANAGING AGENT WITH THE FOLLOWING INFORMATION:

1. ADDRESS OF SHAREHOLDER FOR THE DURATION OF THE SUBLET PERIOD:

2. HOME TELEPHONE NUMBER OF SHAREHOLDER:

3. WORK TELEPHONE NUMBER OF SHAREHOLDER:

4. START AND END DATE OF PRIOR SUBLETS (IF ANY):
   A. ______________________ TO ______________________
   B. ______________________ TO ______________________
   C. ______________________ TO ______________________
**GENERAL INFORMATION**

<table>
<thead>
<tr>
<th>Field</th>
<th>Applicant</th>
<th>Co-Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
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<tr>
<td>Date of Residence:</td>
<td></td>
<td></td>
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<tr>
<td>Home Phone No.:</td>
<td></td>
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<tr>
<td>Social Security No.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citizenship:</td>
<td></td>
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<tr>
<td>Occupation:</td>
<td></td>
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</tr>
<tr>
<td>Employer:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Phone No.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Period Employed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Held:</td>
<td></td>
<td></td>
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<tr>
<td>Education and Professional Background:</td>
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</tr>
</tbody>
</table>

*If your residence or employer has changed in the last three years indicate on the back of this page your prior address of residence and the name, address and dates of employment of prior employment.*
THE FOLLOWING MUST BE ACKNOWLEDGED AND AGREE BY SHAREHOLDER AND SUBTENANT.

IF THE SHAREHOLDER SHALL AT ANY TIME SUBLET THE APARTMENT AND SHALL DEFAULT IN THE PAYMENT OF ANY RENT OR ADDITIONAL RENT, THE APARTMENT CORPORATION MAY, AT ITS OPINION, SO LONG AS SUCH DEFAULT SHALL CONTINUE, DEMAND AND RECEIVE FROM SUBTENANT THE RENT DUE OR BECOMING DUE FROM SUCH SUBTENANT TO THE SHAREHOLDER, AND APPLY THE AMOUNT TO PAY SUCH SUMS DUE AND TO BECOME DUE FROM THE SHAREHOLDER TO THE APARTMENT CORPORATION.

ANY PAYMENT BY A SUBTENANT TO THE APARTMENT CORPORATION SHALL CONSTITUTE A DISCHARGE OF THE OBLIGATION OF SUCH SUBTENANT TO THE SHAREHOLDER TO THE EXTENT OF THE AMOUNT SO PAID. THE ACCEPTANCE OF ANY RENT FROM ANY SUBTENANT SHALL NOT BE DEEMED CONSENT TO OR APPROVAL OF OR WAIVER OF RIGHT OF FIRST REFUSAL WITH RESPECT TO ANY SUBLETTING OR ASSIGNMENT BY THE SHAREHOLDER, OR A RELEASE OR DISCHARGE OF ANY OBLIGATION OF THE SHAREHOLDER THEREUNDER.

SHAREHOLDER SIGNATURE: ___________________________ DATED: ___________________________

SUBTENANT SIGNATURE: ___________________________ DATED: ___________________________
# Financial Statement

## Monthly Sources of Income and Projected Housing Expenses

<table>
<thead>
<tr>
<th>Income:</th>
<th>Applicant</th>
<th>Co-Applicant</th>
<th>Expenses:</th>
<th>Applicant (after closing)</th>
<th>Co-Applicant (after closing)</th>
<th>Joint/Total (after closing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base monthly salary:</td>
<td></td>
<td></td>
<td>Maintenance:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Overtime (monthly):</td>
<td></td>
<td></td>
<td>Apt. Financing:</td>
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<tr>
<td>Bonuses (monthly):</td>
<td></td>
<td></td>
<td>Other Mortgages:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Commissions (monthly):</td>
<td></td>
<td></td>
<td>Bank Loans:</td>
<td></td>
<td></td>
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<tr>
<td>Dividends/Interest:</td>
<td></td>
<td></td>
<td>Auto Loans:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net rental income (Net):</td>
<td></td>
<td></td>
<td>Credit Card Debt:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other income (Itemize):</td>
<td></td>
<td></td>
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<tr>
<td>TOTAL:</td>
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</tr>
</tbody>
</table>

## Assets & Liabilities

<table>
<thead>
<tr>
<th>Assets:</th>
<th>Applicant</th>
<th>Co-Applicant</th>
<th>Liabilities</th>
<th>Applicant (present)</th>
<th>Co-Applicant (present)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash/Money Market Funds (Sch A):</td>
<td></td>
<td></td>
<td>Notes payable to banks:</td>
<td></td>
<td></td>
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<tr>
<td>Contract deposit:</td>
<td></td>
<td></td>
<td>Notes payable to relatives:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stocks &amp; bonds or Brokerage Accounts (Schedule B):</td>
<td></td>
<td></td>
<td>Notes payable to others:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment in own business:</td>
<td></td>
<td></td>
<td></td>
<td>Install accounts payable:</td>
<td></td>
</tr>
<tr>
<td>Accounts receivable:</td>
<td></td>
<td></td>
<td></td>
<td>Automobile:</td>
<td></td>
</tr>
<tr>
<td>Real estate owned (Schedule C):</td>
<td></td>
<td></td>
<td></td>
<td>Other accounts payable:</td>
<td></td>
</tr>
<tr>
<td>Automobiles:</td>
<td></td>
<td></td>
<td></td>
<td>Mortgages payable:</td>
<td></td>
</tr>
<tr>
<td>Personal property &amp; Furniture:</td>
<td></td>
<td></td>
<td></td>
<td>Unpaid real estate taxes:</td>
<td></td>
</tr>
<tr>
<td>Life insurance(cash value):</td>
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<td></td>
<td></td>
<td>Unpaid income taxes:</td>
<td></td>
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<tr>
<td>Retirement funds/IRA:</td>
<td></td>
<td></td>
<td></td>
<td>Chattel mortgages:</td>
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<tr>
<td>401k:</td>
<td></td>
<td></td>
<td></td>
<td>Loans on life insurance:</td>
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<td>KEOGH:</td>
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<td></td>
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<td>Credit card debt:</td>
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<tr>
<td>Profit sharing/pension:</td>
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<td></td>
<td></td>
<td>Other debts - Itemize:</td>
<td></td>
</tr>
<tr>
<td>Other assets (Schedule D):</td>
<td></td>
<td></td>
<td></td>
<td>TOTAL LIABILITIES:</td>
<td></td>
</tr>
<tr>
<td>TOTAL ASSETS:</td>
<td></td>
<td></td>
<td></td>
<td>NET WORTH:</td>
<td></td>
</tr>
</tbody>
</table>

## Itemized Schedule of Assets & Liabilities

- **Schedule A** – Cash (attach additional pages if necessary) – Total should match cash line above
- **Schedule B** – Stocks, Bonds and Mutual Funds (attach additional pages if necessary) – Total Should match Stocks & Bonds Line Above

## Itemized Schedule of Assets & Liabilities (continued)
REBNY
REAL ESTATE BOARD OF NEW YORK

Itemized Schedule of Assets & Liabilities (continued)

Schedule C – Real Estate (attach additional pages if necessary) – Total should match Real Estate line on previous page.

<table>
<thead>
<tr>
<th>Applicant or Co-applicant</th>
<th>Property Address</th>
<th>Type of Property</th>
<th>Amount of Mortgage/Loans</th>
<th>Mortgage Payment</th>
<th>Insurance main, tax &amp; misc.</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Itemized Schedule of Assets & Liabilities (continued)

Schedule D – Other Assets (attach additional pages if necessary)

Explanation: ________________________________________________________________

IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS, PLEASE COMPLETE THIS SECTION:

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Co-Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Dividend or partnership income (present year)</td>
<td></td>
</tr>
<tr>
<td>Dividend or partnership income (prior year)</td>
<td></td>
</tr>
<tr>
<td>Dividend or partnership income (second prior year)</td>
<td></td>
</tr>
</tbody>
</table>

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned on the _______ day of _______ , 20______ .

X ________________________________  ________________________________
Applicant                                Date

X ________________________________  ________________________________
Co-Applicant (if any)                  Date

Rev. January/09
AUTHORIZED
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

MKI 11/09/2015
Consumer Rights under the Fair Credit Reporting Act (FCRA)

*Para información en español, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

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](http://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 identity 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](http://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](http://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:

<table>
<thead>
<tr>
<th>TYPE OF BUSINESS:</th>
<th>CONTACT:</th>
</tr>
</thead>
<tbody>
<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>
</tr>
<tr>
<td>National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” 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 600-613-6743</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 “Federal” or initials “F.S.B.” appear in federal institution’s name)</td>
<td>Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6529</td>
</tr>
<tr>
<td>Federal credit unions (words “Federal Credit Union” 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 64108-2038 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>
</tr>
<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>
</tr>
</tbody>
</table>
315 WEST 23RD STREET OWNERS CORP.

PET AGREEMENT

APARTMENT: ____________

The undersigned hereby agree that 315 West 23rd Street Owners Corp. ("The Cooperative") is granting a waiver of the by-laws prohibiting pets for only those pets listed in the application of the undersigned and that no further or different pets shall be brought into the apartment to be purchased without further permission from the Board of Directors of the Cooperative. Furthermore, the undersigned agree that they will make their best efforts to minimize noise and any other interference of their pets with any other tenants of the Cooperative and will respond diligently to all complaints of any other tenants and will make their best effort to eliminate the cause of said complaints. Furthermore provided that, if such complaint is not or cannot be resolved to the satisfaction of said tenants, the pet or pets will be removed promptly from the apartment of the undersigned.

AGREED:

By: ___________________________ Date: ___________________________

By: ___________________________ Date: ___________________________
HOUSE RULES ACKNOWLEDGEMENT

315 WEST 23RD STREET OWNERS CORP.

I/We acknowledge hereby my/our understanding of the House Rules and all terms of the proprietary lease stated therein. I/We recognize that by acting to the contrary of any term of the proprietary lease and the House Rules, I/We shall be in violation of the terms and conditions of the proprietary lease and its supplements. I/We also state that I/We have read the House Rules and give my assurance that all members of my/our household and guests will conform to them.

ACKNOWLEDGED BY:

____________________________________
Purchaser/Leasee

____________________________________
Purchaser/Leasee

____________________________________
Date
TO: TO ALL TENANTS AND SHAREHOLDERS
FROM: THE BOARD OF DIRECTORS
SUBJECT: MOVE-IN AND MOVE-OUT PROCEDURES

Move-ins and move-outs must be scheduled in advance with the building superintendent. Prior to any move, a $500.00 deposit shall be paid to the managing agent. This payment shall be made at the time of closing when a transfer of shares is involved, by certified check from the seller, and by certified or personal check from the buyer.

It will be the responsibility of the tenant to have the superintendent certify the condition of the common areas on the move route before and after the move, by means of an inspection form. Once the superintendent signs off on no damages, the form should be returned to the managing agent for refund of the deposit. If any damages occur, the cost of repair or replacement will be deducted from the deposit. The party responsible will be required to pay any cost over the amount of the deposit.

All moves will be made via the service elevator, during the hours permitted by building policy.
315 WEST 23\textsuperscript{RD} STREET

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 building, and the fire towers shall not be obstructed in any way.

2. No patient of any doctor who has offices 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 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. 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 loud speaker 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 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.

6. No article shall be placed in the halls or on the staircase landing or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building.

7. 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.

8. 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.
9. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

10. Messengers and trades people shall use such means of ingress and egress as shall be designated by the lessor.

11. Kitchen supplies, market goods 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.

12. Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

13. 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.

14. 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.

15. No lessee shall send any employee of the lessor out of the building on any private business of the lessee.

16. No bird or animal shall be kept or harbored in the building unless the same in each instance have been 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 windowsills, terraces, balconies or the yard, court spaces or other public portions of the building, or on the sidewalks or street adjacent to the building.

17. 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.

18. No vehicle belonging to a lessee or to a member of the family or guest, subtenant or employee of a lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

19. The lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by 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 or laundry 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 during 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 passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the lessor, and there shall be no interference whatever with the same by lessees or members of their families or their guest, employees or subtenants.

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. If there be a garage in the building, the lessee will abide by all arrangements made by the lessor with the garage operator with regard to the garage and driveways there to.

28. The following rules shall be observed with respect to disposal of trash and debris:

   (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

   (ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.

   (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.
(iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rays, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(vii) The Superintendent shall be notified of any drippings, or moist refuse appearing on incinerator closet floor and corridors.

29. No lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

30. 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 many be necessary to control or exterminate any such vermin, insects or other pests. If the lessor takes measures to control or exterminate carpet beetles, the cost there of shall be payable by the lessee, as additional rent.

31. No employee of lessor may be used by any lessee for the private business of any lessee without the prior written consent of the Board of Directors having first been obtained in each instance.

32. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the lessor.
315 West 23rd Street Owners Corp.

Move-In Notification

Sublease tenant will schedule with the building superintendent a move-in date upon approval of sublease application.

A certificate of insurance from the moving company must be given to the managing agent prior to the move-in to the building.

Acknowledged and agreed by:

_________________________  _________________________
TENANT                        TENANT
SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:

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:

Term:

Years: ________ months: ____________ Beginnings: ____________ ending: ____________

Premises rented:

9.

Use of premises:

5. The premises may be used for

only.

Rent:

4. The yearly rent of ____________ paid by the Overtenant will pay the yearly rent to the Overtenant in twelve equal monthly payments of ____________ on the first day of each month during the Term.

Security:

5. The security for the Overtant’s performance is a ____________ Overtenant states that Overtenant has received the Overtenant agrees to hold the security in accordance with Paragraph ________ of the Over-Lease.

Agreement to lease and pay rent:

6. Overtenant covenants the premises to you, the Undertenant, for the Term, Overtenant agrees that it has the authority to do so. You, the Undertenant, agree to carry the Rent and other charges as required in the Sublease. You, the Undertenant, agree to obey the requirements 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 the 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 conserve 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 this 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.

Adapting the Over-Lease and exceptions:

11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Undertenant are binding on you, the Undertenant, except these:

a) These numbered paragraphs of the Over-Lease shall not apply;

b) These numbered paragraphs of the Over-Lease are changed as follows:
12. You, the Under Tenant, have no authority to contract or make any agreement with the Landlord about the premises or the Overlease. You, the Under Tenant, may not pay rent or alter charges to the Landlord, but only to the Over Tenant.

13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Over Tenant or you, the Under Tenant. Examples are an assign, 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.

**GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE**

---

**Date of Guaranty:**

**Guarantor and address:**

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1. I know that the Over Tenant would not rent the premises to the Under Tenant unless I guarantee Under Tenant's performance. I have also requested the Over Tenant to enter into the Sublease with the Under Tenant.

2. In the following is my Guaranty:

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

   In addition, I agree to these other terms:

   3. This Guaranty will not be affected by any change in the Sublease, whatever. This includes, but is not limited to, any extensions of time or renewal. The Guaranty will be binding even if I am not a party to these changes.

   4. I do not have to be informed about any failure of performance by Under Tenant. I waive notice of non-performance.

   5. If the Under Tenant fails to perform under the Sublease, the Over Tenant may require me to perform without first demanding that the Under Tenant perform.

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

   7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

**Witness:**

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EPA and HUD Lead Paint Regulations, Effective September 6, 1990

Landlords must disclose known lead-based paint hazards of pre-1978 housing to tenants. Use the following products to comply: 3500 Lead Paint Information Booklet 3141 Lead Paint Laser Disclosure Form

*December 8, 1990 for owners of 1 or 4 residual dwellings,*  ^

*January 1, 1991 for owners of 5 or more residential dwellings.*  ^
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.

<table>
<thead>
<tr>
<th>Peeling Lead Paint</th>
<th>Window Guards</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By law</strong>, your landlord is required to inspect your apartment for peeling paint</td>
<td><strong>By law</strong>, your landlord is required to install window guards in all your</td>
</tr>
<tr>
<td>and other lead paint hazards at least once a year if a child age 6 years or</td>
<td>windows if a child age 10 or younger (under 11) lives with you, OR if you</td>
</tr>
<tr>
<td>younger (under 7) lives with you.</td>
<td>request them (even if no children live with you).</td>
</tr>
<tr>
<td>• You must notify your landlord in writing if a child under 7 comes to live with you during the year.</td>
<td>• <strong>ONLY</strong> 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.</td>
</tr>
<tr>
<td>• If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.</td>
<td>• <strong>It is against the law</strong> for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.</td>
</tr>
<tr>
<td>• <strong>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</strong></td>
<td>• 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.</td>
</tr>
<tr>
<td>• Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</td>
<td>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</td>
</tr>
</tbody>
</table>

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.

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.

PRINT ADDRESS: ____________________________________________________________
__________________________________________________________________________