MAXWELL-KATES, INC.

244 Madison Realty Corp. Cooperative Sublease Application
244 Madison Avenue
New York, N. Y. 10016

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).

STEP ONE: (SHAREHOLDERS MUST SUBMIT SEPARATE SUBLET REQUEST CORRESPONDENCE TO THE BOARD PRIOR TO THE SUBMISSION OF ANY APPLICATION)

1) NO DOGS ALLOWED
2) ANY SHAREHOLDER INTENDING TO SUBLET THEIR APARTMENT WILL BE REQUIRED TO HAVE ALL MAINTENANCE PAYMENTS PROCESSED THROUGH THE ACH SYSTEM AS ONE OF THE CONDITIONS OF SUBLEASE APPROVAL. (THE FORM IS ATTACHED TO THIS PACKAGE).
3) NO SMOKING ALLOWED-SMOKEFREE BUILDING.
4) THE PACKAGE MUST INCLUDE AN INSURANCE BINDER SHOWING AT LEAST $500,000 IN PERSONAL LIABILITY INSURANCE.
5) ALL REFERENCE LETTERS MUST BE SIGNED AND HAVE THE WRITERS NAME AND ADDRESS.

INFORMATION REQUIREMENTS:
1. Copy of Duly Executed Sublease Agreement
2. Sublease Application filled out in its entirety
3. Two (2) Personal Letters of Reference from each applicant
4. Letter of reference from current Landlord or Managing Agent from each applicant
5. Employer letter stating salary, position and length of employment from each applicant
6. Credit Report Authorization filled out and authorized
7. House Rules and Applicants’ Release, Window Guard and Lead Paint acknowledgements must be executed
8. ACH form must be executed by shareholder
9) Shareholder must provide proof of continuing insurance coverage to be maintained throughout any proposed sub-tenancy
10) Shareholder(s) must execute “Shareholder Sublease Acknowledgement”

THE FOLLOWING FEES MUST BE SUBMITTED WITH SUBLEASE PACKAGE:
1). $400.00 PROCESSING FEE payable to Maxwell-Kates, Inc.
2). $165.00 CREDIT CHECK FEE per individual lease applicant payable to Maxwell-Kates, Inc.
4) $ 750.00 MOVE-OUT FEE from shareholder payable to 244 Madison Realty Corp.
5) $ 750.00 MOVE-IN FEE from tenant payable to 244 Madison Realty Corp.
6) $ 500.00 Move-out deposit from shareholder payable to 244 Madison Realty Corp.
7) $ 500.00 Move-in deposit of $500.00 from tenant payable to 244 Madison Realty Corp.
8) Sublet Fee Schedule: From Shareholder payable to 244 Madison Realty Corp. Year 1 = $1,000.00, Year 2 = $1,300.00, Year 3 = $1,600.00, Year 4 = $1,900.00 and additional increments of $300.00 per year regardless whether as a renewal of a current tenant or a new tenant.
APPLICANT’S RELEASE

Re: 244 Madison Realty Corp
    244 Madison Avenue

Apt. #: ____________

The undersigned applicant(s) is (are) submitting an application to Sub-lease the above referenced apartment at 244 Madison Avenue.

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

____________________________________
Date
SHAREHOLDER(S) INFORMATION

Date __________ 26 __________

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 Phone: # 1 ____________________ # 2 ____________________
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 Mt. 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 Mt. Rent $____________ Reason for Moving: ________________
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 __________________________
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 91311-3338
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:

<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 6-8 Washington, DC 20219 800-613-6743</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 202-452-3063</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 800-842-4829</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 64105-2638 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 202-386-1306</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>
HOUSE RULES ACKNOWLEDGEMENT

I (WE) ACKNOWLEDGE HEREBY MY/OUR 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, HOUSE RULES &/OR BY-LAWS 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

Date: __________________________
I/We hereby acknowledge and understand that Board approval of a sublease by 244 Madison Realty Corp does not constitute any representation by the Board concerning, or approval of any subtenant’s finances or character, and that the shareholder’s obligations under the proprietary lease remain in full force, regardless of any subtenant’s conduct.

Re: Apartment# ______

____________________________
Shareholder

____________________________
Shareholder

Date: _____________________
244 MADISON REALTY CORP.
244 Madison Avenue
New York, NY 10016

SUBLEASE RENEWAL ACKNOWLEDGEMENT

This form is to be acknowledged by shareholder(s) and subtenant(s):

UPON EXPIRATION OF THE SUBLEASE SHAREHOLDER(S) MUST APPLY TO THE BOARD OF DIRECTORS FOR RENEWAL (IF APPLICABLE) AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE BY SUBMITTING THE FOLLOWING:

A. FULLY EXECUTED RENEWAL SUBLEASE AGREEMENT

B. SUBLET RENEWAL FEE TO: 244 MADISON REALTY CORP.

C. PROCESSING FEE TO: MAXWELL-KATER, INC. FOR SUBLEASE RENEWAL IN THE AMOUNT OF $150.00.

IF SUBLEASE(S) NOT RENEWED YOU WILL BE IN VIOLATION OF THE SUBLET POLICY OF 244 MADISON REALTY CORP. AND PENALTY WILL BE IMPOSED TO THE SHAREHOLDER(S).

_________________________  ___________________________
Shareholder signature          Subtenant signature

_________________________  ___________________________
Shareholder signature          Sublease signature
Authorization Agreement for Pre-Authorized Payments

ACH DEBIT

I WANT TO ENROLL IN THE DIRECT PAYMENT OPTION AND HAVE MY MONTHLY PAYMENTS DEDUCTED AUTOMATICALLY FROM THE ACCOUNT ASSOCIATED WITH THE ENCLOSED CHECK.

PLEASE BE SURE TO ATTACH A CHECK DRAWN UPON THE CHECKING ACCOUNT, WHICH YOU WANT TO BE DEBITED FOR THE PRE-AUTHORIZED PAYMENT OPTION.

PLEASE SIGN THIS FORM WHERE INDICATED AS YOUR ACCEPTANCE AND AGREEMENT OF THE ACH DEBIT PROGRAM.

I AUTHORIZE AND INSTRUCT MY FINANCIAL INSTITUTION TO DEDUCT THE AMOUNT OF MY MONTHLY BILL FROM THE ACCOUNT ASSOCIATED WITH THE ATTACHED CHECK. MAXWELL-KATES, INC. WILL NOTIFY THE FINANCIAL INSTITUTION OF THE AMOUNT TO BE DEDUCTED. IF AT ANY TIME I DECIDE TO DISCONTINUE THE DIRECT PAYMENT OPTION, I MUST NOTIFY MAXWELL-KATES, INC. IN WRITING.

Signature: ____________________________________________

Date: ________________________________________________

Print Unit Owner
Name(s): ____________________________________________

Building Address: ______________________________________

Unit #: _______________________________________________

PLEASE ATTACH ORIGINAL VOIDED CHECK HERE
244 MADISON AVENUE REALTY CORP,
244 Madison Avenue
New York, NY 10016

SUBTENANT AFFIDAVIT
Overnight Guests Policy

The undersigned hereby acknowledges and agrees that He(She) may not have overnight guests when NOT IN RESIDENCE, regardless of their relationship, unless approved by the Board of Directors.

________________________________________
Subtenant Signature

________________________________________
Subtenant Signature

Sworn to before me
This __________ day of ________________ 20___

Notary Public
244 MADISON AVENUE REALTY CORP.
244 Madison Avenue
New York, NY 10016

AFFIDAVIT
PURCHASERS -- RENTERS
NO DOGS

The undersigned hereby acknowledges and agrees that
Apartment # _______ at 244 Madison Avenue, New York, New York,
shall harbor NO DOGS in such apartment.

The undersigned further specifically acknowledges and agrees
that a violation of the above shall be a default under the terms of
the HOUSE RULES affecting such apartment and entitle 244
Madison Avenue Realty Corp. to commence dispossess proceedings.

In addition, the undersigned further acknowledges the
obligation to reimburse the apartment corporation for its cost and
expenses, including legal fees, resulting from such a breach.

__________________________________________

__________________________________________

Sworn to before me
This ______ day of _______

__________________________________________
Notary Public
244 MADISON AVENUE REALTY CORP.
244 Madison Avenue
New York, NY 10016

AFFIDAVIT

PURCHASERS – RENTERS

PROPRIETARY LEASE / 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.

The undersigned further specifically acknowledges and agrees that a violation of the above shall be a default under the terms of the House Rules affecting apartment # ______ and entitle 244 Madison Avenue Realty Corp. to commence dispossess proceedings.

In addition, the undersigned further acknowledges the obligation to reimburse the co-operative for its cost and expenses, including legal fees, resulting from such a breach.

____________________________________

____________________________________

Sworn to before me
This ______ day of ______

____________________________________

Notary Public
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 4 1/2 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.

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: ___________________________

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: ___________________________

_________________________________________
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.

Lessee’s 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 lessee 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.

Lessor ___________________________ Date ______ Lessor ___________________________ Date ______
Lessee ___________________________ Date ______ Lessee ___________________________ Date ______
Agent ___________________________ Date ______ Agent ___________________________ Date ______
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: from: to:

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

Term: 1. years: months: Beginning: ending:

Premises rented:

Use of premises:

3. The premises may be used for only:

Rent:

4. The yearly rent is $ tenant in twelve equal monthly payments on the first day of each month due the

Overtenant will pay this yearly rent to the Over. Payments shall be paid in advance

Security:

5. The security for the Undertenant's obedience is a. Overtenant 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 Rent and other charges as required in the Sublease. You, the Undertenant, agree to do nothing in the Premises that will damage it or the Premises.

Notices:

3. All notices in the Sublease shall be sent by e "return receipt requested".

Subject to:

4. 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:

5. 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 continue the demands until the Landlord

Consent:

6. 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.

Adopting the Over-Lease and exceptions:

b) These numbered paragraphs of the Over-Lease shall not apply:
No authority:
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.

Successors:
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 assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

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

Signatures:

OVERTENANT:

---------------------------------------------------------------
---------------------------------------------------------------

You, the UNDERTENANT:

---------------------------------------------------------------

Witness:

---------------------------------------------------------------

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

Guarantor and address:

Reason for Guaranty:

1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant'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.

Guaranty:

2. The following is my Guaranty:

   I guarantee 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.

   In addition, I agree to these other terms:

   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 these changes.

   4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or non-performance.

   5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant 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.

   GUARANTOR:

   ---------------------------------------------------------------

   WITNESS:

   ---------------------------------------------------------------

EPA and HUD Lead Paint Regulations, Effective September 6,1996¹

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants. Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet  3141 Lead Paint Lease Disclosure Form.

¹December 6, 1996 for owners of 2 to 4 residential dwellings.
²Leases for less than 60 days, 1-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.
1. BUILDING STRUCTURE

(a) 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 Cooperative or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

(b) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window other part of the Building, except such as shall have been approved in writing by the Cooperative or managing agent.

(c) No radio or television aerial or dish shall be attached to or hung from the exterior of the building without the prior written approval of the Cooperative or the managing agent.

2. BUILDING EMPLOYEES

(a) No Resident shall send any employee of the Cooperative out of the building on any private business.

(b) No resident can borrow the building's ladders, tools or equipment.

(c) Residents can ask staff for assistance in their apartments during staff working hours if the maintenance pertains to a plumbing problem or heating problem. Otherwise, all work done in an apartment by staff has to be done during the staff member's off hours.

(d) The Cooperative assumes no responsibility for any injury or damage sustained while a staff member is doing personal work for a resident.

3. BUSINESS USE

Apartments are to be used for living purposes only, except as approved in advance and in writing, by the Board of Directors for limited business use. This limited business use would permit, with board approval, the use of the apartment wherein customers, clients, patients, associates, employees and deliveries would not be intrusive.

4. COMPLAINTS

Complaints regarding the service of the building shall be made in writing to the managing agent of the Cooperative.

5. CONSTRUCTION and REPAIRS

(a) Construction or repair work or other installation involving noise shall be conducted in any Apartment only on weekdays (not including legal holidays), and only between the hours of 9:00 AM and 5:00 PM.
(b) Residents are required to inform, in writing, all adjacent residents on the same floor, as well as above and below the apartment undergoing renovation, of the estimated timeframe and nature of the work.

(c) Water and heat shut offs require 3 days notice to the superintendent.

6. DELIVERIES, MESSENGERS and MERCHANTS

(a) Weekday delivery and/or removal hours are 9:00 A.M. to 5:00 P.M. Large items must be delivered during the week, pending superintendent approval.

(b) Saturday delivery and/or removal hours are 9:00 A.M. to 1:00 P.M. for small to medium size items only, pending superintendent approval. Two elevator trips per delivery/removal are allowed.

(c) There are no deliveries and/or removals on Sunday.

(d) The superintendent must be notified 3 days in advance of all deliveries and/or removals.

(e) Supermarket delivery couriers must use building luggage carts to transport deliveries in elevators. Doorman will assist with luggage cart, when able.

(f) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Cooperative.

(g) NO FLYERS from outside merchants and delivery couriers are permitted to be placed under doors. If residents find flyers, please report them to the doorman. If flyers continue, that merchant will be limited to the lobby.

7. EXTERMINATOR

(a) Upon notice to Resident, the agents of the Cooperative, along with any contractor or workman authorized by the Cooperative, 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 such. However, In the event of an emergency, agents of the Cooperative may access an apartment without prior notification.

(b) If a Resident retains an outside exterminator, it is at the Resident’s expense.

8. GARBAGE, REFUSE AND RECYCLING

(a) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or managing agent of the building may direct.

(b) All food and non-recyclable refuse must be securely placed in strong, unbreakable bags and thrown down the garbage chute. Garbage and/or detergent should not be dropped on any floor.

(c) Newspapers, glass, cans, foil, bottles, plastic containers and other recyclable materials must be placed in the separate containers, located in Staircase A (near the elevators). No food of any kind should be left in the recycling containers.

(d) Boxes and newspapers left in recycling bins should be neatly stacked. Boxes should be flattened and if there are numerous boxes and newspapers they should be folded into plastic bags.

(e) For any large refuse, building staff should be called for assistance to remove such to the basement.

(f) At no time should doormats or area rugs be shaken in any public area (hallways, stairways).
9. INSURANCE

At the time of purchase, sublease, renewal or refinance, and every year thereafter, all Shareholders are required to show proof of a minimum of $500,000 liability insurance in addition to property, fire and theft insurance, with the Cooperative as a named insured on all of the above.

10. KEYS

It is required that a set of keys for each apartment is provided to the Superintendent for emergencies. If the key is unavailable, Residents will bear the cost of repairs if their doors have to be opened in an emergency.

11. LAUNDRY

(a) Laundry facilities are available 24 hours/day.
(b) Residents may be permitted to have a washing machine in lieu of a dishwasher, subject to Board approval.
(c) Laundry carts may not be removed from laundry room.
(d) Clothing should be promptly removed from washer and/or dryer when cycle is completed.

12. MOVING IN AND OUT

(a) Moving in and out hours are weekdays 9:00 A.M. to 5:00 P.M. The Superintendent has the discretion to extend the hours on a case-by-case basis.
(b) You must notify the Superintendent at least 2 weeks in advance to schedule the date and time you intend to move.

13. NOISE

(a) No Resident shall make or permit any disturbing noises in the building or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Residents.
(b) 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 eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, and closets.
(c) No Resident shall make or permit any disturbing noises or play any musical instrument or operate any musical device or a radio or television or speaker, or make or permit any disturbing noises in such Resident’s apartment between the hours of 11:00 P.M. – 7:00 A.M.
(d) Residents may call doorman with a noise complaint.
(e) Any unabated noise complaints will be responded to by Management.

14. OPEN HOUSES / SELLING APARTMENTS

(a) 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 Cooperative or its managing agent. These rules apply to all brokers.
(b) 72-hour advance written notice must be given to the Superintendent for all Open Houses.
(c) Doormen must be notified in advance when an apartment is being shown by appointment.
(d) Sunday is the only day permitted for Open Houses.
(e) Open Houses are restricted to 2-hour intervals from 11:30 am to 1:30 pm or from 2:30 pm to 4:30 pm. You may reschedule if closed out.
(f) Brokers, or their representatives, holding open houses must accompany a prospective purchaser, or a small group of purchasers, both to and from the apartment. This practice must be repeated for each apartment to be viewed. Prospective buyers must wait in the lobby until the broker, or broker’s representative, is available.

15. PARKING

No vehicle belonging to a Resident or to a member of the family, guest, subtenant or employee of a Resident shall be parked in such manner as to prevent access to the entrance of the building.

16. PETS

(a) A maximum of two cats per apartment are permitted.
(b) No dogs or reptiles or large fish tanks are permitted in the building.
(c) Visitors are not permitted to bring their dogs into the building.
(d) No pigeons or other birds or animals shall be fed from the windowsills, balconies, court space or other public portions of the building, or on the sidewalks or street adjacent to the building.

17. PLANTS

No Resident shall install any plantings on the terrace, balcony or roof without the prior written approval of the Cooperative. If such approval is given, then 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 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 Resident to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

18. PUBLIC SPACES and RESIDENTIAL SPACES

(a) 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.
(b) No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building.
(c) No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways or areas of the building.
(d) The lobby shall not be used as a waiting room for business invitees.
(e) Children shall not play in the public halls, courts, stairways or elevators. No child shall be left unattended in the lobby and no child shall be permitted on the roof unless accompanied by a responsible adult.
(f) Bare feet are not permitted in the lobby, mailroom and laundry room areas.
For the safety of the building and comfort of the Residents, smoking is not permitted in Sublet 
apartments and strongly discouraged in Shareholder apartments. Smoking fumes may not escape 
from one apartment into another from the hallways or air vents. Any Shareholder could be held 
responsible for the effects of secondhand smoke or damage caused by smoking.

(h) Smoking is not permitted under the awning, in the lobby, the hallways or on the roof.

(i) To prevent holes in the awning, or harm to those walking on the sidewalk, throwing lighted 
cigarettes and other items out of windows or roof is prohibited.

(j) Residents shall not permit unreasonably disturbing cooking or other odors to escape from their 
apartments into hallways or other apartments.

19. ROOF DECK

Our building has a beautiful roof deck, which offers a great escape to the outdoors, and we encourage all 
residents to visit and enjoy! In order to maintain a safe and quiet environment, the Board has created a 
set of rules which govern the proper use of the space. When visiting the roof, please be courteous of 
others enjoying the space and of our fellow neighbors residing on the Penthouse and Upper Penthouse 
floors.

(a) HOURS: Open between the hours of 7:00 AM and 11:00 PM.

(b) NOISE: Respect your neighbors by keeping your noise level low (i.e. conversation level).

(c) ROOF FURNITURE: Tables and chairs are placed in specific locations along the roof. We encourage 
you to not move the furniture around as it creates a “messy” environment, causes potential 
damage to the roof floor, and disturbs the Penthouse and Upper Penthouse residents. In the 
event that you need to move any of the furniture, please make sure to “carry” versus “drag” items 
and note that the alcove area (south-east corner) is restricted. All furniture, which has been 
moved, should be returned to the original location.

(d) GLASS: Glass containers (and other items which have the potential to either damage the roof 
deck membrane or cause injury to others) are not permitted. Please use non-glass containers.

(e) ALCOHOL: Alcohol is not permitted.

(f) TRASH: You are responsible for any and all litter you create. Trash should be discarded in the 
appropriate receptacles. Under no circumstances may any item be thrown from the rooftop. 
There are two trash bins on the roof – if they are full, please take your refuse to a trash area on the 
floor below or your floor. Please note that you will be charged for any litter you have left.

(g) SMOKING/FIRES/COOKING: No smoking of any kind is permitted. Open fires, barbecues, and all 
types of cooking are not permitted.

(h) CHILDREN and GAMES: Children under 14 years old must be supervised by an adult Resident. 
Parents are held responsible for the behavior of their children. Running games, playing ball, 
throwing a Frisbee, or any other activity that presents a risk of items or persons going over the 
edge, are not permitted. Wading pools (or other recreational water devices), sandboxes, wheeled 
devices (bicycles, roller-skating, roller-blading, skateboarding), or climbing the stairs of the 
elevator housing and Upper Penthouse to reach their rooftops are not permitted.

(i) PETS: No pets are permitted on the Roof Deck at any time.

(j) PLANTINGS: Please do not pick the flowers or disturb the trees.

(k) GUESTS: A Shareholder or Resident must accompany all guests. Residents are responsible for the 
behavior of their guests.
(I) PRIVATE PARTIES and EVENTS:

- **Private Party Limit**: For safety/capacity reasons, 20 is the maximum number of people in a private party. This allows party guests to sit at tables and, at the same time, respects other Residents’ desire to sit and use tables, as well.
- **Written Request**: Private parties of between 10 and 20 people are permitted only with approval, and only 1 such group will be permitted at a time. A completed “Party Request” Form must be submitted to the Board of Directors at least 3 days in advance of the desired date. This shall include a $100 deposit, refundable if additional clean up is not necessary. When approval is granted, the Superintendent will post the reservation on BuildingLink. “Party Request” forms may be found with the Superintendent or on BuildingLink. Decisions will be made in the order requests are received.
- **Location and Seating**: Private parties are held in the area to the left of the roof entrance, for the convenience of all residents. 2 large tables and 12 chairs are available for use in that area. (If needed, 1 additional table and 8 additional chairs may be “borrowed” from the main area, leaving 2 tables and 4 chairs for other residents.) *All moved furniture must be lifted, not dragged, and returned to their original places.*
- **Duration**: Private parties may last up to 4 hours and must end by 10 PM.
- **Violations**: Residents will be held responsible for any violations of these roof rules and will be held liable for the cost of any damages.

20. SUBLETS

(a) Subletting of apartments is permitted on a yearly basis subject to Board approval. Shareholder(s) wishing to sublet must be an owner and resident of the building for at least 2 years. Each yearly renewal requires Board approval. The sublet fee to the Cooperative is $1,000 for the first year of the sublet, increasing by $300 for every year the apartment is consecutively sublet.

(b) No sublet apartment may be used as a business. There can be substantial consequences for any violation.

(c) All new sublets will require proof of insurance to be provided by shareholder, with the Cooperative as a named insured.

(d) The Subtenant must acknowledge, in writing, that no business associate or invitee may have access to the premises in his/her absence.

(e) Any shareholder in arrears and is subletting his/her apartment will not be approved for renewal.

(f) A Shareholder is required to provide automatic deduction of monthly maintenance.

(g) Subtenant smoking is prohibited in apartments. A violation of this rule will result in the sublet not being renewed. If there is such a violation, the Shareholder is responsible for curing this violation and places ownership in the Corporation in jeopardy.

21. VISITORS / OVERNIGHT GUESTS

(a) Visitors must be announced before continuing into the building unless previously authorized by Resident.
(b) When in residence, Shareholders and Subtenants may have overnight guests for a period not exceeding 30 consecutive days.

(c) When NOT in residence, only Shareholders may have overnight guests, provided such guests are members of the Shareholder's Immediate Family (i.e. spouse, children, grandchildren, parents, grandparents, brothers, sisters and domestic employees). These guests may not themselves have overnight guests.

(d) A Subtenant may not have overnight guests when not in residence, regardless of their relationship, unless approved by the Board of Directors.

(e) All overnight guests must be registered on BuildingLink for the duration of their stay.

(f) For security, and in case of emergency, the names and contact information of overnight guests must be available to the Superintendent.

(g) The Shareholder shall not be entitled to receive any remuneration from guests.

(h) A Board of Directors' written consent is required for any exception to the provisions of Rule 21.

22. WATER

(a) Water appliances shall only be used for their specific purposes. The cost of repairing any damage resulting from misuse of any water apparatus or appliances shall be paid for by the Shareholder in whose apartment it shall have been caused.

(b) "Wet Over Dry": Installation of devices or fixtures, which are connected to plumbing, is restricted to those areas of apartments which are in a vertical line with such devices and/or fixtures of other apartments in the same line.

(c) No single unit, unless grandfathered, may have more than one "washing machine" (for dishes or clothes).

23. WINDOWS

The Resident shall keep the windows of the Apartment clean. In case of refusal or neglect by the Resident during 10 days after notice in writing from the Cooperative or the managing agent to clean the windows, such cleaning may be done by the Cooperative or the managing agent, 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 Resident.

24. ANY CONSENT OR APPROVAL GIVEN BY THE COOPERATIVE, UNDER THESE HOUSE RULES, SHALL BE REVOCABLE AT ANY TIME.

25. THESE HOUSE RULES MAY BE ADDED TO, AMENDED, OR REPEALED AT ANY TIME BY RESOLUTION OF THE BOARD OF DIRECTORS.

BOARD OF DIRECTORS
244 MADISON REALTY CORP.
July 28, 2015