MAXWELL-KATES, INC.

The Kent Condominium Lease Package
970 Kent Avenue
Brooklyn, N.Y. 11205

ONE ORIGINAL COPY OF THE PACKAGE MUST BE FORWARDED TO: MAXWELL-KATES, INC.- 9 EAST 38TH STREET, - 6TH FLOOR, NEW YORK, NEW YORK 10016. ATTENTION: TRANSFER DEPARTMENT (Incomplete Packages will not be processed or sent to the Board). The Board and/or management reserve the right to seek additional information and/or documentation at any time during the review process. As per the offering plan, the Board is permitted up to 10 days to review and act on the application.

Application Requirements:
1. Notice of Intention to Lease Condominium Unit completed and signed (attached).
2. Complete and Sign attached Rental Application.
3. Executed Lease Agreement & rider must be executed by all parties as indicated.
4. Lead Paint Disclosure and Window Guards must be executed by all parties.
5. Criminal/Credit Authorization form must be executed by each applicant.
7. Landlord/Managing Agent reference letter for the proposed tenants must be submitted.
8. Two (2) personal letters of reference must be submitted for all tenants named on lease.
9. Employer letter for each applicant named on the lease inclusive with salary, position and length of employment.
10. Attached Personal Financial Statement must be completed for each applicant named on the lease.

FEES DUE UPON SUBMISSION OF PACKAGE FOR REVIEW:
(From Unit Owner): All Checks must be separate
1) Waiver of Right of First Refusal Fee of $350.00 payable by Unit Owner to “Maxwell-Kates, Inc”.
(From Proposed Tenant):
1. $ 600.00 move in/out fee from tenant payable to “The Kent Condominium”.
2. Credit/criminal report fee-in the amount of $200.00 is due and payable to “Maxwell-Kates, Inc” for each tenant named on the lease.
3. Application fee-in the amount of $350.00 payable by proposed tenant to “Maxwell-KatesInc”.

UNIT OWNER LEASING FEE CHARGED AFTER APPROVAL:
THERE IS A $100.00 A MONTH LEASING FEE ADDED ON TO THE UNIT OWNERS COMMON CHARGE ACCOUNT AS LONG AS ANY TENANT IS IN OCCUPANCY.

You must contact Kim Rabsatt at Maxwell Kates (212-684-8282) at lease 48 hours prior to any move in/out at the building to go over all policies and procedures.

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282 Fax: 212.684.8077 www.maxwellkatesinc.com
NOTICE OF INTENTION TO LEASE
(OWNER’S REQUEST FOR WAIVER OF RIGHT OF FIRST REFUSAL)

New York, 20

The undersigned, being the owner(s) of apartment unit no.______ in The Kent CONDOMINIUM, Brooklyn, New York, hereby notifies the Board of Managers in care of Maxwell-Kates, Inc., as Managing Agent, that the undersigned has received a bona fide offer to LEASE( ) said unit from the below named prospective purchaser(s) or tenant(s) on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE TENANT(S): (IF A prospective tenant(s) is a corporation, name the designated office, director, stockholder or employer of the corporation who will occupy the apartment unit and for how long a term. The lease must provide that when and if the designated occupant(s) vacate the unit, a new lease package must be completed and sent to the Board, in accordance with the By-Laws pertaining to the Right of First Refusal. No successor designated occupant(s) may occupy the premises until the board has waived their Right of First refusal.

________________________________________

________________________________________

TERMS OF PROPOSED SALE OR LEASE:

Attached is a true copy of the contract of sale or lease setting forth all the terms of the agreement between the parties.

MONTHLY RENTAL: $____________ LEASE TERM____________

ANTICIPATED OCCUPANCY DATE FOR LEASE:____________________

The undersigned hereby submits to the Board this proposed together with the accompanying information concerning the applicant purchaser(s) or tenant(s). In applying for consent to this proposed sale or lease, the undersigned understands that such consent is required by the By-Laws. The undersigned also understands that the information requested is essential to this application. The undersigned authorizes the Board to review and request any credit/criminal reports, references, and any of the information necessary in connection with this application. The undersigned acknowledges and consents to the following terms and conditions.

TERMS AND CONDITIONS ON SALE OR LEASE OF APARTMENTS

Maxwell-Kates, Inc. is acting as Agent for the Board and makes no representation or warranty with respect to the building or the apartment or any act or failure on the part of the Board in connection with this application or in connection with any sale contemplated herein. The Purchaser(s) or tenant(s) take the apartment “as is” unless otherwise specifically stated in the contract of sale or lease.

The undersigned represents that the sale or lease described above shall be made in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board all such further information with respect to the offer as the Board may reasonably request and to execute all documents required pursuant to law, the By-Laws and this application. The undersigned acknowledges that the Board as waiver period, commencing with the date of receipt of this Notice and delivery of such additional information concerning the offer as the Board may reasonably request to exercise its Right of First Refusal to purchase or lease apartment unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such Right of First Refusal, it shall deliver to the undersigned a certificate to the effect, pursuant to the provision of the By-Laws.

The parties will have a maximum of thirty (30) days within which to enter into the sale or lease of the unit on the terms above stated after receiving a waiver from the Board.

Name of Individual Owner or Corporation

Name of Individual Owner or Corporation

Signature of Individual Owner or Authorized Officer of Corporation

Signature of Individual Owner or Authorized Officer of Corporation
CONDOMINIUM

CONFIDENTIAL CONTACT INFORMATION SHEET
FOR MANAGEMENT OFFICE USE

LESSEE INFORMATION

UNIT NUMBER: ________

ANTICIPATED DATE OF OCCUPANCY: ________________

OCCUPANT INFORMATION:

NAME OF ALL OCCUPANTS: __________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

LESSEE INFORMATION:

LESSEE #1: ___________________________

WORK PHONE: ______________________ CELL PHONE: ____________________

WORK FAX: _________________________ WORK EMAIL: ___________________

LESSEE #2: __________________________

WORK PHONE: ______________________ CELL PHONE: ____________________

WORK FAX: _________________________ WORK E-MAIL_____________________

EMERGENCY INFORMATION:

EMERGENCY CONTACT NAME: _________________________________________

EMERGENCY CONTACT PHONE: _________________________________________

In the event of an emergency, please be reminded to maintain a set of keys to the unit at the Concierge Desk.
CONDOMINIUM LEASE APPLICATION

Date of Application ___________ Building address__________________ Unit#_________

UNIT OWNER(S) INFORMATION

Unit Owner(s):______________________________________________________________

Phone_________________________ Cellphone #______________________________

Address_________________________ E-mail address__________________________

Owner's Attorney:_________________________ Phone__________________________

Firm Name_________________________ Fax #______________________________

Address__________________________

TENANT(S) INFORMATION (all information must be filled out by any party named on the lease)

Tenant(s) Name(s) 1._________________________ 2.__________________________
(Name(s) must be entered as shown on Lease)

Phone_________________________ Cell#______________________________

Address__________________________

Social Security #1._________________________ 2.__________________________

Tenant’s Attorney:_________________________ Phone__________________________

Firm Name_________________________ Fax #______________________________

Address__________________________

Tenant’s Employer or Business 1.________________________________________

2.________________________________________________________________

Position Held
1._________________________ 2.__________________________

Address: 1.________________________________________

Phone_________________________ Fax #______________________________

Business e-mail address__________________________

Proposed Date of Occupancy_________________________ Lease Security__________________________

Monthly Rent_________________________ Lease Term__________________________

Special Lease conditions________________________________________
1. If tenant is a corporation, name or describe the individual(s) to be the occupant(s) of the apartment unit and state for how long a term. A new lease package must be completed and sent to the Board each time occupancy changes.

Name(s) of Designated Occupant(s) ___________________________________________

Relation to Tenant ____________________ Length of Occupancy ____________________

2. Name of all persons who will reside in the apartment ________________________________________________________________

3. Will there be any business or profession conducted at this unit? YES _____ No _____

If so, describe the nature of the business or profession ____________________________________________________________

4. Has Applicant(s) or any other occupant(s) who will reside in the apartment, ever occupied another unit at Condominium? If so, in what capacity and reason for termination of Occupancy. ___________________________________________________________

5. DOES TENANT WISH TO MAINTAIN ANY PETS, IF SO, PLEASE SPECIFY: ____________________________________________

REFERENCES

RESIDENCY:

Address of Present Residency ________________________________________________________________

Date of Occupancy ________________________________________________________________

Present Landlord or Agent ____________________ Phone ____________________

Firm Name __________________________________ Fax it ____________

Address ____________________________________________

PERSONAL:

a. Name: __________________________________ Phone: ____________

Address: __________________________________

b. Name: __________________________________ Phone: ____________

Address: __________________________________

BUSINESS:

1. Name: __________________________________ Phone: ____________

Address: __________________________________
FINANCIAL:

a. Bank (Personal Account):

Address:

Phone ___________________________ fax #: ___________________________

Account #: ___________________________ Checking ___ Savings ___ other ___

b. Stock Broker or C. P. A.:

Address:

Phone ___________________________ fax #: ___________________________

Account #: ___________________________

c. For information regarding source of income contact:

Address: ___________________________

The undersigned hereby submits to the Condominium this proposal together with the accompanying information concerning the undersigned. The undersigned also understands that the information requested is essential to this application. The undersigned agrees to meet in person with representatives of the Condominium if requested to do so, and authorize the Condominium to review and request any credit report, references, and other information necessary in connection with this application. The undersigned acknowledges and consents to the following terms and conditions:

TERMS AND CONDITIONS ON LEASES OF APARTMENTS

1. MAXWELL-KATES, INC. is acting as Agent for the Condominium and makes no representation or warranty with respect to the building or the apartment or to any act or failure to act on the part of the Condominium in connection with this application or in connection with any lease contemplated herein. The leases take the apartment "as is" unless otherwise specifically stated in the lease.

2. The lessee of a unit takes occupancy subject to the provision of the Condominium declaration and the Condominium's By-Laws.

3. The Lessee agrees to provide all information and execute all documents required by the Condominium pursuant to law, the By-Laws, and by this application.

4. Parties will have maximum of (30) thirty days within which to enter into the lease of the Unit on the terms above stated after receiving a waiver from Board of Managers.

_________________________ Signature of Tenant

_________________________ Signature of Tenant
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:

APPLICANT(S) SIGNATURE:

ADDRESS:

SOCIAL SECURITY #:

DATE OF BIRTH:

 APPLICANT(S) NAME:

APPLICANT(S) SIGNATURE:

ADDRESS:

SOCIAL SECURITY #:

DATE OF BIRTH:

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

NOTICE UNDER NYCACS 20-808

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

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

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


A Summary of Your Rights Under the Fair Credit Reporting Act

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

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of 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 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>
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<tbody>
<tr>
<td>Consumer reporting agencies, creditors and others not listed below</td>
<td>Federal Trade Commission: Consumer Response Center - FCRA</td>
</tr>
<tr>
<td></td>
<td>Washington, DC 20580 1-877-382-4357</td>
</tr>
<tr>
<td>National banks, federal branches/agencies of foreign banks (word</td>
<td>Office of the Comptroller of the Currency</td>
</tr>
<tr>
<td>&quot;National&quot; or initials &quot;N.A.&quot; appear in or after bank's name)</td>
<td>Compliance Management, Mail Stop 6-6</td>
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<tr>
<td></td>
<td>Washington, DC 20219 800-613-6743</td>
</tr>
<tr>
<td>Federal Reserve System member banks (except national banks, and</td>
<td>Federal Reserve Board</td>
</tr>
<tr>
<td>federal branches/agencies of foreign banks)</td>
<td>Division of Consumer &amp; Community Affairs</td>
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<tr>
<td></td>
<td>Washington, DC 20551 202-452-3693</td>
</tr>
<tr>
<td>Savings associations and federally chartered savings banks (word</td>
<td>Office of Thrift Supervision</td>
</tr>
<tr>
<td>&quot;Federal&quot; or initials &quot;F.S.B.&quot; appear in federal institution's name)</td>
<td>Consumer Complaints</td>
</tr>
<tr>
<td></td>
<td>Washington, DC 20552 800-842-6629</td>
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<tr>
<td>Federal credit unions (words &quot;Federal Credit Union&quot; appear in</td>
<td>National Credit Union Administration</td>
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<td>institution's name)</td>
<td>1775 Duke Street</td>
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<td>Alexandria, VA 22314 703-519-4600</td>
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<tr>
<td>State-chartered banks that are not members of the Federal Reserve System</td>
<td>Federal Deposit Insurance Corporation</td>
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<tr>
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<td>Consumer Response Center, 2345 Grand Avenue, Suite 100</td>
</tr>
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<td></td>
<td>Kansas City, Missouri 84108-2638 1-877-275-3342</td>
</tr>
<tr>
<td>Air, surface, or rail common carriers regulated by former Civil</td>
<td>Department of Transportation, Office of Financial Management</td>
</tr>
<tr>
<td>Aeronautics Board or Interstate Commerce Commission</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>Washington, DC 20250 202-720-7051</td>
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</tbody>
</table>
ACKNOWLEDGEMENT OF HOUSE RULES AND BY-LAWS

I(we) have read, understood, approved and acknowledged receipt of the HOUSE RULES and REGULATIONS, and BY-LAWS set forth by the Condominium. I(We) give my(our) assurance that all members of my (our) office and visitors will conform to the RULES and REGULATIONS, and BY-LAWS.

I(We) recognize that by acting to the contrary of any terms of the HOUSE RULES and BY-LAWS, I (We) shall be in violation of the terms and conditions set forth in the HOUSE RULES and BY-LAWS.

__________________________
Date

__________________________
OCCUPANT

__________________________
OCCUPANT
March 30, 2007

THE KENT CONDOMINIUM PET POLICY

The Kent Condominium is a pet friendly building. Residents of The Kent Condominium may own common household pets. Each resident family may own either three domesticated dogs or three domesticated cats per apartment (or a combination thereof not exceeding three). Other pets are permitted if not prohibited by the New York City Health Code (refer to the list at the end of this document). Permitted pets include small caged birds (canaries and parakeets), fish, and small caged animals such as gerbils, guinea pigs, and hamsters if their numbers do not create a nuisance or unsanitary condition. You may not keep animals prohibited by the NYC Health Code and therefore illegal, or animals deemed to be vicious or dangerous.

Pet Policy Guide Lines:

- You must register your dog or cat with the managing agent. Registration forms are available at the managing agent's office, and at the building's front desk.
- Unless you owned more than three dogs or cats prior to March 30, 2007, the implementation date of the Pet Policy, you may not own more than three dogs or cats. If any of your dogs or cats decease or are given away, you will then be limited to only three dogs or cats (or a combination thereof not exceeding three).
- You must have your dog properly licensed. New York State law requires that all owned dogs be licensed and the New York City Health Code requires every dog owner to have a dog license tag attached to their dog's collar while in public.
- Your dog or cat must be vaccinated against rabies.
- Pets shall not be kept, bred or used for any commercial purpose.
- You must keep your apartment sanitary and clean up after your pet.
- You must make certain your pet does not annoy or endanger other residents or visitors, including building staff, or outside contractors making repairs in an apartment or working in the building and its common elements.
- You must keep your dog and cat restrained on a leash when in public, and may not be tied unattended in any common area.
- Persons who walk pets are responsible for immediately cleaning up after their animals, and discarding securely bagged pet droppings in waste trash containers only.
- Cat litter may not be disposed of in toilets. Nor may any pet waste be dropped down trash chutes unless securely bagged.
- Pet owners are responsible for any damage to the common elements caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of each pet owner.
- You must not linger with your pet in the lobbies, stairways, hallways, elevators, or building entrances. Dogs should not be allowed to run freely in the aforementioned areas.
• You must keep your pet out of Pet-Free Zones.
• No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior are:
  a. Personal injury or property damage caused by unruly behavior.
  b. Pets who make noise continuously and/or incessantly for extended periods of time to the disturbance of any person at any time of day or night.
  c. Pets in common areas who are not under the complete control of a responsible human companion.
  d. Animals who relieve themselves on walls or floors of common areas.
  e. Animals who exhibit aggressive or vicious behavior.
  f. Pets who are conspicuously unclean or parasite-infested.
• Notwithstanding any other provision herein, people with visual, hearing, and physical disabilities may keep certified guide dogs, signal dogs or service dogs, respectively, in their apartments. Further, nothing herein shall hinder full access to the apartments and the common areas by persons with disabilities.
• Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to 311, the City’s Citizen Service Center, for pick-up.
• Owners and tenants are responsible for visiting pets, which are subject to the same restrictions as resident pets.
• Pet owners shall indemnify the Condominium and hold it harmless against loss or liability of any kind arising from their pet(s).

Enforcement
• Any owner, resident, or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance.
• If the complaint is not satisfied voluntarily, it must be put in writing, signed and presented to the board of directors.
• If the board is in agreement with such complaint, the pet owner will receive written notice of the violation.
• If upon 3 violations the problem is still unresolved, arrangements will be made by the board of directors for a meeting with the pet’s owner to resolve the complaint. If the problem still does not subside, options including fines, and removal of the pet from the premises will be considered.
• The board of directors has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

Animals prohibited by the NYC Health Code:
You can obtain a full list of prohibited animals at the NYC Animal Care and Control’s website www.nycacc.org (click on “Animals and the Law”)
THE KENT PET REGISTRATION FORM

Name of pet owner: ___________________________ Apt. #: __________
Home telephone: _______________ Work telephone: ____________________

Pet Information
Please list all pets separately:

<table>
<thead>
<tr>
<th>Pet's name</th>
<th>Type/Breed</th>
<th>Age</th>
<th>License or I.D. # (NY registered pets)</th>
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</tbody>
</table>

Pet References:
Veterinarian: ___________________________ Phone: ___________________________
Address: ________________________________________________________________

Pet’s Emergency Caretaker:
Name: ___________________________ Phone: ___________________________
Address: ________________________________________________________________

I have read and understand the house rules pertaining to pets and I and members of my household promise to fully comply.
Signature of pet owner: ___________________________ Date: __________
Approved by: ___________________________ Title: ___________________________
Date: __________
The Kent CONDOMINIUM

PERSONAL FINANCIAL STATEMENT as of the ______ day of ________________, 20____

(This must be filled out by each party named on the lease)

NAME__________________________________________________________

ADDRESS_______________________________________________________

BUSINESS OR OCCUPATION________________________________________

NAME OF EMPLOYER______________________________________________

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITIES</th>
</tr>
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<tbody>
<tr>
<td>Cash</td>
<td>Notes Payable Bank</td>
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<tr>
<td>$_______</td>
<td>$_______</td>
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<td>Stock &amp; Bonds</td>
<td>Notes Payables to Others</td>
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<td>$_______</td>
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<td>Accounts &amp; Notes Receivables</td>
<td>Accounts Payables</td>
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<tr>
<td>Other Assets</td>
<td>Mortgage Payables</td>
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<td>$_______</td>
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<td></td>
<td>Other Liabilities</td>
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<td></td>
<td>$_______</td>
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<td></td>
<td>$_______</td>
</tr>
<tr>
<td>Assets Total</td>
<td>Liabilities Total</td>
</tr>
<tr>
<td>$_______</td>
<td>$_______</td>
</tr>
</tbody>
</table>

ANNUAL INCOME

Salary $___________

Fees & Commission $___________

Other $___________

Total Income $___________

The figures contained in the foregoing statement are taken from the records of the undersigned. The statements contained in this document are known by the undersigned to be true and to give correct showing of the financial condition of the undersigned.

__________________________________  __________________________________
Signature                           Signature
SCHEDULE A

RULES AND REGULATIONS
OF THE KENT CONDOMINIUM

1. The sidewalks, entrance passages, public halls, vestibule, lobby, elevators, corridors and stairways or of appurtenant to the Building shall not be obstructed or used for any other purpose than ingress and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in the halls or on the staircase of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, roofs or open terraces or placed upon the window sills of the Building.

3. Neither occupants nor their children, nor their guests shall play in the entrance passage, public halls, vestibule, corridors or stairways of the Building.

4. Except upon written permission of the Board or as otherwise provided in the By-Laws, no public hall of the Building shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards or awnings or other exterior window decorations shall be used in or about any Unit except those which are legally permissible and shall have been approved in writing by the Board or the managing agent thereof; which approval may be granted or refused in the sole discretion of the Board or the managing agent, unless required by law. Each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

7. Except for a master antenna which may be located on the roof of the Building, no radio or television aerial shall be attached to or hung from the exterior of the Building and no illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration, the By-Laws or shall have been approved in writing by the Board or the managing agent thereof; nor shall anything be projected from any window of a Unit without similar approval; which approval may be granted or refused in the sole discretion of the Board or the managing agent; and no signs shall be inscribed or exposed on or at any window or other part of the Units in the Building.
8. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

9. No bicycles, scooters or similar vehicles, no baby carriages or strollers, no shopping carts, etc. shall be allowed to stand in the public halls, passageways or other public areas of the Building.

10. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or radio or television set or other loudspeaker in such Unit Owner's Unit between midnight and the following 7:00 AM, if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 AM and 5:00 PM, unless such construction or repair work is necessitated by an emergency.

11. No refuse from the Units shall be sent to any holding or other area of the Building except at such times and in such manner as the Board or the managing agent thereof may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Condominium Board regarding recycling of trash. All Unit Owners shall separate their trash into “recyclable” and “nonrecyclable” materials. The Condominium Board may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against a Unit Owner of recycling requirements imposed by law or by the Condominium Board, including, but not limited to, legal fees and fines imposed on the Condominium Board by any government agency shall be payable the Unit Owner as additional Common Charges.

12. Water closets and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from the misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

13. No occupant of the Building shall send any employee of the Condominium or of the managing agent thereof out of the Building on any private business.
14. The agents of the Board or the managing agent thereof, and any contractor or workman authorized by the Board or the managing agent thereof, may enter any room or Unit at a reasonable hour of the day, on at least (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

15. The Board or the managing agent thereof may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board or the managing agent thereof shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board or the managing agent thereof, then the Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).

16. The Board or the managing agent thereof may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

17. Complaints regarding the services of the Condominium shall be made in writing to the Board or to the managing agent thereof.

18. Any consent or approval given under the Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

19. Clothes and other articles shall not be dried or aired on the roof or any open terrace or balcony.

20. No pets other than dogs, cats, caged birds and fish may be kept in a Unit without the consent of the Condominium Board and none of the foregoing may cause a nuisance, health hazard or unsanitary condition. Each Unit Owner who keeps any type of pet in his Unit will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from the acts of such pet; and (b) abide by any and all Rules and Regulations of the Condominium Board adopted with respect thereto. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or other public portions of the Building or on the sidewalk or street adjacent to the Building.
21. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or any terrace or balcony appurtenant thereto.

22. If any key or keys are entrusted by a Unit Owner, by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Condominium or of the managing agent thereof, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent thereof shall (except as provided in Rule 18 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

23. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be permitted in the Common Elements.

24. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit without the consent of the Board or its managing agent.

25. In the event that any Unit is used for home occupation purposes which are permitted by law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.
LEASE OF A CONDOMINIUM UNIT

The Landlord and Tenant agree to lease the Unit and Landlord's interest in the Common Elements located in the Condominium at:

(Premises)

LANDLORD: ____________________________

Tenant: ____________________________

Unit (and terrace, if any)

Lease Date ____________________________

Broker* ____________________________

Term Beginning ____________________________

Monthly Rent ____________________________

Ending ____________________________

Security ____________________________

Tenant’s Insurance $ ____________________________

Declarant of Condominium: ____________________________

Name of Condominium: ____________________________

(Declarant) ____________________________

(Declaration) ____________________________

1. Lease is subject and subordinate

This Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney granted to the Board of Managers, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform any act, if the performance or failure to perform would be a violation of or default under the Declaration or a document referred to in (B). Tenant shall not exercise any right or privilege under this Lease, the performance of which would be a default or violation of the Declaration or a document referred to in any event. It is understood that Landlord requests to show that this Lease is so subject and subordinate. Tenant acknowledges that Tenant has had the opportunity to read the Declaration of Condominium Ownership for the Condominium, including the By-Laws. Tenant agrees to observe and observe by all the terms contained in it which apply to the occupant or user of the Unit or a user of Condominium common areas and facilities. Tenant agrees to observe all of the Rules and Regulations of the Association and Board of Managers.

2. Landlord Changes

Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Tenant shall sign the agreement if it does not change the rent or the term, and does not alter the Unit.

3. Use

The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Unit.

4. Rent, added rent

A. The rent payment for each month must be made on the first day of each month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount deducted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent.

B. This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

5. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Tenant shall then be payable as of the date possession is available. Landlord shall notify Tenant as to the date possession is available. The ending date of the Term will not change.

6. Security

Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord can use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

7. Alterations

Tenant may make any alterations or improvements in the Unit, but only to the extent of the Terms of this Lease. Tenant shall not change the plumbing, ventilating, air conditioning, electric or heating systems. If the alteration is not to create a permanent fixture, Tenant shall notify Landlord and Tenant shall be responsible for the cost of restoring the Unit to its original condition. Tenant shall be responsible for the cost of restoring the Unit to its original condition.

8. Repairs

Tenant shall take good care of the Unit and all equipment and fixtures in it. Tenant must pay for all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expenses will be added rent. Subject to the Landlord's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the Unit, or repair any damage to it, except where caused in whole or in part by act of Tenant, failure to act, or negligence of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of required repairs or replacements.

9. Fire, accident, defects, damage

Tenant shall give Landlord prompt notice of fire, accidents, damage or dangerous or defective condition. If the Unit cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit is uninhabitable. If part of the Unit cannot be used, Tenant
must pay rent for the usable part. Landlord shall have the right to decide whether part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant's default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be deducted from the Security Deposit.

If there is more than minor damage to the Unit by fire or other casualty, Landlord may cancel this Lease within 30 days after that fire or casualty by giving notice. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to arrange for the repair of the Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of applicable statutory law. Tenant has no right to cancel this Lease due to fire or casualty.

10. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant if anyone is not permitted or is refused entry into the Building. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

11. Entry by Landlord

Landlord or parties authorized by Landlord may enter the Unit at reasonable hours to: repair, inspect, exterminate, install or work on systems and cause performance of any work that Landlord deems necessary. At reasonable hours Landlord may show the Unit to possible buyers, lenders or tenants. If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage or Tenant because of work being performed on or equipment kept in the Unit. Landlord or the Association's use of the Unit does not give Tenant a claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for benefit of creditors; (ii) sheriff, marshal or court officers; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government and (iv) the Association, Board of Managers and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit or Condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

12. Construction or demolition

Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Unit it shall not affect Tenant's obligations in this Lease.

13. Assignment and sublease

Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section. Tenant must give Landlord a written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Unit.

14. Tenant's certificate

Upon request by landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchallenged (if changed, how it was changed), and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord, and (3) Tenant is fully performing all of the terms of this Lease and will continue to do so, and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

15. Cancellation

If any part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority gives its decision. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire award for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

16. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions of all governmental authorities, Landlord's insurers, Board of Fire Underwriters or similar groups. Notices received by Tenant from any authority or, group must be promptly delivered to Landlord. Tenant will not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premiums as added rent.

17. Sale of Unit

If the Landlord wants to sell the Unit Landlord shall have the right to end this Lease by giving 30 days notice to Tenant. If Landlord gives Tenant notice then the Lease will end and Tenant must leave the Unit at the end of 30 days period in the notice.

18. No liability for property

Neither Landlord, the Association or Board of Managers is liable or responsible for (a) loss, theft, misappropriation of damage to the personal property, or (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas

If there is a playground, pool, parking or recreation area, or other common areas, Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant: will use the area at Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission.

20. Terraces and balconies

The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as part of the Unit. The landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

21. Correcting Tenant's defaults

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's cost to correct the default shall be added rent.

22. Notices

All written statements or notices must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the date it is sent or 3 days after it is left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenant in the Unit are required on every notice by Tenant. Notice by Landlord to onenamed person shall be taken to be notice given to all those persons. Each party shall accept notices of the other.

23. Tenant's default

A. Landlord must give Tenant notice of default. The following are defaults and must be cured by Tenant within the time stated.

(1) Failure to pay rent or added rent on time, 3 days.
(2) Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.
(3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
(4) Failure to perform any term in another lease between landlord and Tenant (such as a garage lease), 5 days.
(5) Improper conduct by Tenant amounting other tenants.
(6) Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which shall be no less than 30 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Unit contains any misstatement of fact, Landlord may cancel the lease. Cancellation shall be by cancellation notice as stated in Paragraph 23 A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Unit; Landlord in addition to other remedies takes any of the following steps: (a) enter the Unit and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to remove the Unit.
D. If this Lease is cancelled, or Landlord takes back the Unit, the following takes place:

1. (1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 23, D(1).

2. (2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels is needed to put the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

3. (3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, broker fees, cleaning and repairing costs, deceasing costs and advertising costs.

4. (4) From time to time Landlord may bring actions for damages. Default or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

5. (5) If Landlord re-rents the Unit combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant, other than the monthly rent, shall be considered as part of the rent paid to Landlord. Landlord is entitled to all of it. Landlord has no duty to re-rent the Unit. If Landlord does re-rent, the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Unit by Court order, or under the Lease, Tenant

24. Jury Trial and counterclaims

Landlord and Tenant agree not to use their right to a Jury Trial by Jury in any action or proceeding brought by either against the other, for any matters concerning this Lease or the Unit. The giving up of the right to a Jury Trial is serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

25. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

26. No Waiver

Landlord's failure to enforce, or insist that the Tenant comply with a term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition, to each other. The choice of one does not prevent Landlord from using another.

27. Ineligibility

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be charged only by an agreement in writing signed by and delivered to each party.

29. Inability to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect or any other cause not fully within the Association's reasonable control, the Association, or Board of Managers is delayed or unable to carry out any of their respective obligations, requirements, promises or agreements, if any, this Lease shall not be ended or Tenant's obligations affected in any manner.

30. Limit of recovery against Landlord

Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.

31. End of term

At the end of the Term, Tenant must: leave the Unit clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Unit and Building caused by moving; and restore the Unit to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the term shall end on the prior business day.

Space "as is"

Tenant has inspected the Building and Unit and states that they are in good order and repair and takes the Unit as is. Sirens of other systems in brochures or plans of the Building or Unit are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect or incomplete.

32. Quiet enjoyment

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Unit for the Term.

33. Landlord's covenants

If Tenant requires Landlord's consent to any act or such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or damages or make any suit against Landlord because such consent was not given.

34. Lease binding on

This Lease is binding on Landlord and Tenant; and their heirs, assigns, executors, administrators, successors and lawful assigns.

35. Landlord means the owner of the Unit, Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

36. Brokers

If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Unit to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Unit. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

37. Paragraph headings

The paragraph headings are for convenience only.

38. Rules

Tenant must comply with these Rules. Notice of new or changed Rules will be given to Tenant. Landlord, the Association or Board of Managers need not enforce Rules against other tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

1. The comfort of other tenants must not be interfered with. Annoying sounds, smells and lights are not allowed.

2. No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, linens or rugs may be hung or dried from the Unit or on terraces.

3. Tenant must give the Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.

4. Moors of the Unit must be covered by carpets or rugs. Waterbeds or furniture containing liquid is not allowed in the Unit.

5. Dogs, cats or other animals or pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terraces or public area is not permitted.

6. Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

7. Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

8. Moving furniture, fixtures or equipment must be scheduled Landlord. Tenant must not rent Landlord's employees to remove personal property.

9. Improperly parked cars may be removed without notice to Tenant's cost.

10. Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.

11. Tenant shall conserve energy.

12. Tenant may not operate manual elevators. Smoking or carrying lighted pipes, cigarettes or cigars is permitted in elevators. Messengers and store people must only use service elevators and service entrances.

13. The entrances, halls and stairways may only be used to go to or leave the Unit.

14. (14) Professional tenants must not allow patients to wait in public areas.

15. Inflammable or dangerous things may not be kept or used in the Unit.

16. No use of the Unit or Building may be conducted. Auctions or tag sales are not permitted in Units.

17. Bicycles, scooters, skate boards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.

39. Appliances, etc., included in Lease

The Lease includes only personal property listed on the annexed schedule called the Personal Property Schedule.
4.0 Definitions

a) "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is essentially limited to owners of units in the Condominium or in condominiums located in the vicinity.

b) Words defined in applicable statutes have the meanings therein set forth.

c) "Condominium" - See Heading.

d) "Unit" - See Heading.

e) "Board of Managers"-group of persons selected, authorized and directed to manage and operate a condominium, as provided by the Condominium Act, and the Declaration.

f) "Building" - See Article 1.

g) "Common Charges"-each unit's share of the Common Expenses in accordance with its Common Interest in the Common Elements of the Condominium.

h) "Common Elements"-that which is described in the Declaration.

i) "Common Expenses"-the actual and estimated expenses of operating the Condominium and any reasonable reserve for such purposes, as found and determined by the Board of Managers plus all sums designated Common Expenses, including, but not limited to, real estate taxes, if applicable, by or pursuant to the Condominium Act, or the declaration.

j) "Common Interest"-the proportionate, undivided interest each Unit-owner has in the Common Elements.

k) "Unit-owner" - the person or persons owning 1 or more units in the Condominium in fee simple.

4.1 Increase in Common Charges and Real Estate Taxes

A. Tenant shall pay to Landlord, as added rent, all increases in Common Charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

B. Tenant shall pay to Landlord, as added rent, any increase in the Real Estate Taxes (including all equivalent, and/or use and/or supplemental taxes and taxes assessed against the Unit as a substitute for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Unit (including but not limited to increases in assessed value or tax rate) for the fiscal tax year in effect on the commencement date of the Term of this Lease.

4.2 No Liability

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable for, injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Managers or the Association.

B. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs, or damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the Unit.

Rider Additional terms on first page(s) initialed at the end by the parties is attached and made a part of the Lease.

Signatures, effective date

LANDLORD:

TENANT:

WITNESS:
GUARANTY OF PAYMENT

Guarantor and address:

Date of Guaranty: ____________________________

1. Reason for Guaranty: I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant’s performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the premises to the Tenant.

2. Guarantor Guarantees the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Sublease have no effect. This Guaranty will not be affected by any change in the Lease, 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. Waiver of notice: I do not have to be informed about any failure of performance by Tenant. I waive notice of nonpayment or other default.

5. Performance: if the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of Jury trial: I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

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

Satisfaction:

WITNESS:

GUARANTOR:

Guarantor’s address:

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EPA and HUD Lead Paint Regulations, Effective September 6, 1996

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants. Use the following RUNDGER LAW PRODUCTS (400) LAW MART to comply:

3140 Lead Paint Information Booklet

3141 Lead Paint Lease Disclosure Form

1December 6, 1996 for owners of 1 to 4 residential dwellings.

2Lease for less than 180 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.
The Kent Condominium Association, Inc.

LEASE RIDER - 2009

Owner's Name ____________________________
(Mailing address other than the Kent)

________________________________________

Tenant's Name ____________________________
970 Kent Avenue
Apartment ________
Brooklyn, New York 11205

Re: Unit ___________ ("Unit") at The Kent Condominium ("Kent")

Dear Sir/Madam,

This is to confirm that ___________ ("Unit Owner") should the owner of the unit fall into arrears of more than sixty (60) days of payment of common charges and or other assessments and or charges due to Kent and in accordance with the law governing Condominium Association's in the City and the State of New York as well as in accordance with the Association's Governing Documents, the Tenant __________________________, and the Owner __________________________ agree and this rider shall further confirm the agreement among Unit Owner, "Tenant" and Kent with regard to payment of the arrears and the leasing of the Unit and related matters. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Unit Owner, Tenant and Kent have agreed as follows:

1. Unit Owner will be leasing the Unit to Tenant. Until such time as the arrears in respect to the Unit are paid in full, Unit Owner shall pay to Kent all rental proceeds paid by Tenant to Unit Owner. Should Unit Owner pay such rental proceeds to Kent, Tenant shall, upon notice from Kent advising Tenant of such default, make payment of the rent directly to Kent.

2. Unit Owner shall reimburse Kent, upon demand, for any and all additional expenses incurred by Kent in connection with matters relating to this agreement (including, without limitation, attorneys' fees and disbursements incurred by Kent in connection with the enforcement of its rights and remedies hereunder).

3. Any failure by Unit Owner and/or Tenant to comply with any of their respective obligations under this agreement shall be deemed to be a substantial default under The Kent's Declaration of Condominium and By-Laws ("Condo Documents"). and with respect to any such default, Kent shall have all rights and remedies available to Kent pursuant to this agreement, the Condo Documents and applicable law including but not limited to eviction.

4. The Tenant is liable to the Unit Owner and the Association for any damage sustained to the Common Elements and Unit or any other Unit of the Development which is caused by the Tenant or guests, family, agents, or employees of the Tenant. It is the Tenant's obligation to maintain in full force insurance, insuring the Tenant for liability for personal injury and property damage in the amount of at least $300,000 per claim. A copy of the insurance certificate evidencing such coverage must be attached hereunder.

5. All notices, approvals, consents and other communications (collectively, "Notices") required or desired to be made hereunder shall be in writing and shall be sent by
The Kent Condominium Association, Inc.

registered or certified mail, postage pre-paid, posted in the United States Post Office Station or letter box or delivered by hand or Federal Express or other similarly recognized overnight carrier addressed to the parties at their respective addresses set forth on the first page of this agreement or to such other address as may be designated by Notices given by any party to the other party in accordance with the provisions of this paragraph. All Notices shall be deemed to have been given, rendered or made on the date of hand-delivery or on the next business day if sent by an overnight carrier, or on the second business day after mailing (or on the third business day if mailed outside of the State of New York).

6. This agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law. If any provision of this agreement is invalid or unenforceable as against any person or party, the remainder of this agreement shall not be affected thereby. No action or failure to act by Kent shall constitute a waiver of any right afforded to Kent pursuant to this agreement, nor shall any action or failure to act by Kent or by any of Kent's officers, directors, employees or agents constitute an approval or acquiescence in any breach hereunder except as may be specifically agreed to in writing. This agreement contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all and written agreements, statements, commitments and proposals heretofore made among the parties hereto. This agreement shall be construed and interpreted without regard to any custom, presumption or rule of law requiring construction and interpretation against the drafter. This agreement cannot be modified orally, but only by a written instrument signed by the parties hereto.

Kindly sign below to confirm your acknowledgment of, and agreement to, the foregoing.
Yours truly,

Board of Managers of The Kent Condominium

By: _______________________________  

Name: _______________________________  

Title: _______________________________

CONFIRMED, ACKNOWLEDGED  
AND AGREED TO AS OF ___________________________ , 2009

__________________________________________  

Owner,

__________________________________________  

Tenant,

__________________________________________  

Notary Public for Tenant Signature only ___________________________
**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 and other lead paint hazards at least once a year if a child age 6 years or younger (under 7) lives with you.</td>
<td><strong>By law</strong>, 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).</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 where 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>

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 35TH STREET  
6TH FLOOR  
NEW YORK, NEW YORK 10016

Call 311 for more information on preventing window falls and lead poisoning.

**PRINT ADDRESS:**
MOVE-IN/OUT POLICY
THE KENT CONDOMINIUM

Lease and Purchase applications may be downloaded at www.maxwellkates.com.

Moving In/Out Policy: Upon approval of a sale or sublease by the Board of Directors, the following rules must be complied with:

. Prior to your move at least 7 (seven) working days prior to your schedule move in or out, you must submit a certificate of insurance from your moving company listing "The Kent Condominium" and "Cooper Square Realty, Inc." as additional insured and a non refundable bank check of $600.00 payable to the Kent Condominium.

2. You must contact the superintendent to arrange a move in or move out date with a minimum one week notice in order for the elevator to be reserved and provide him with a copy of the certificate of insurance from your moving company listing "The Kent Condominium" and "Maxwell Kates Inc." and a copy of your check for the moving fees. In case, your check for the moving fees did not clear yet at the time of the move, you may give the superintendent $600.00 in cash which only be refunded upon clearance of your check.

3. Move in and move outs can ONLY take place Monday through Fridays between the hours of 8:00 AM and 5:00 PM.

4. This policy is in place since June 2007. It applies to everyone i.e. Unit Owners and Renters. Should the above not be strictly followed and respected, the superintendent will not allow any move in or out. There will be no exception.

It is also reminded that any Purchase/Sale or Sublease not approved by the Board of Directors is illegal and can be voided if necessary as per our Condominium By-Laws.