Please forward one original copy of the complete package to the Closing department at Maxwell-Kates, Inc. Please do not submit incomplete packages. Incomplete packages are not processed. (8 x 11 copies preferred and all information must be legible). Interview of the applicant(s) is by the Admissions Committee and approval is by the Board of Directors. The Admissions Committee will not schedule an interview with the applicant(s) if any information is missing from the application. The Board of Directors and/or management reserve the right to request additional information at any time during the review and interview process.

IMPORTANT NOTE: ANY SALE OF AN APARTMENT WITH THE OLD CASEMENT WINDOWS IN PLACE MUST HAVE THE WINDOWS REPLACED AS ONE OF THE CONDITIONS FOR APPROVAL. Maximum Financing: 65%

ALL SOCIAL SECURITY NUMBERS MUST BE BLANKED OUT ON TAX RETURNS.
Please complete the following Application Submission Requirements:

1) Purchase Application, completed and signed. (Please include names and ages of all proposed occupants)
2) Contract of Sale executed by all parties.
3) Lead Paint Disclosure form and Window Guard form must be executed by Seller, Purchaser, and Agent.
4) Credit authorization form and Contact Information Form to be completed by purchaser(s).
5) Applicant Releases for the Board and the managing agent to be executed by purchaser(s).
6) Purchaser(s) to submit letter from present landlord or managing agent.
7) Letter from employer(s) stating job function, salary and length of employment.
8) House Rules acknowledgement, Homeowners Insurance acknowledgement, tax abatement form and Contact Information Form must be executed by all parties.
9) If financing, commitment letter, appraisal and three (3) original executed Aztech Recognition agreements must be submitted with the package.
10) Applicant(s) must each submit three (3) personal letters of reference and three (3) financial letters of reference.
11) Net Worth affidavit must be executed by purchaser(s).
12) Statement of Assets and Liabilities must be filled out by all purchaser(s). (Balance sheet, notes to balance sheet, annual income statement and expense). Packages must include the last three (3) months verification of assets (i.e. letter from bank(s) stating type of account, amount on deposit, in dollars and age of account monthly brokerage statements, etc.)
13) Fully executed copies of the last two (2) years tax returns must be submitted with package.

OVER
MAXWELL - KATES, INC.

Special Estate Transfer Requirements: (Please submit a fee of $500.00 payable to Maxwell-Kates, Inc. for the required review by in-house legal counsel).
1) Certified copy of Death Certificate
2) Original testamentary letters (within the last (6) six months).
3) Copy of the Decedent’s Will with attorney Certification,
4) Affidavit as to the payments of Debts and Domicile.
5) Internal Revenue Service Certificate discharging property subject to Federal Estate Lien.
6) New York State Certificate discharging property subject to New York State Tax Lien.

Please be advised that a Power of Attorney will not be permitted for the Executor. The Executor must attend or have all documents pre-signed. If there is more than one executor, one must be present at closing and the other(s) must have all documents pre-signed.

Fees Due Upon Submission of Package:
1) Check in the amount of $200.00 per each individual applicant named on the contract and as a guarantor (if applicable), payable to “Maxwell-Kates, Inc”. for credit/criminal reports (non-refundable).
2) Application fee from purchaser in the amount of $450.00 payable to “Maxwell-Kates, Inc”, (non-refundable), if this application is not presented by a broker this fee is $800.00.
3) Packages Reproduction/Messenger Fee of $250.00 from purchaser payable to “Maxwell-Kates, Inc”. (non-refundable)
4) Move-out deposit of $500.00 from seller payable to “215 East 79th Street, Inc”.
5) Move-in deposit of $500.00 from purchaser payable to “215 East 79th Street, Inc”.

Fees Due at Closing: (Please note that if the closing is not completed within two (2) hours, an additional charge of $250.00 per hour will be added to the fee. If our transfer agent attends a closing that is not consummated, or if the closing is adjourned with less than 48 Hour’s notice, there will be an additional charge of $250.00).

1) Sellers Transfer Fee of $850.00 payable to “Maxwell-Kates, Inc”. If this is an estate sale, this fee will be $1,150.00.
2) If financing a purchase, a processing fee of $400.00 from purchaser made payable to “Maxwell-Kates, Inc”.
4) Sellers Transfer Fee of 1.5% of the purchase price payable to “215 East 79th Street, Inc”.

The seller must be fully paid up on all maintenance charges, assessments and any other obligations to the Corporation prior to any transfer of shares. The proposed owner cannot occupy an apartment and no furniture may be moved in until after the closing.
The Thornley
215 East 79th Street, Inc.

August 15, 2014

To all Shareholders of
215 East 79th Street, Inc.

Re: Proprietary lease amendment—transfer charge

Dear Shareholders:

We are happy to advise you that shareholders owning more than 66.7% of all outstanding shares of the cooperative have consented to amend the proprietary leases so as to adopt the amendment attached hereto, imposing a transfer charge ("flip tax"). The voting and meeting are now closed. All proprietary leases are therefore deemed amended accordingly. Please keep this letter as part of your permanent apartment file.

Sincerely,

Board of Directors
AMENDMENT OF ARTICLE II, PARAGRAPH SIXTH(iv) OF THE PROPRIETARY LEASES OF 215 EAST 79TH STREET, INC. TO IMPOSE A TRANSFER CHARGE ("FLIP TAX") ON THE TRANSFER OF SHARES AND THE ASSIGNMENT OF PROPRIETARY LEASES OF THE APARTMENT CORPORATION

Except as provided otherwise in Article IV of this Lease, the Lessee shall not assign this Lease or transfer the shares to which it is appurtenant or any interest therein, and no such assignment or transfer shall take effect as against the Lessor for any purpose, until all of the following requirements have been complied with and satisfied:

***

(iv) All sums due from the Lessee shall have been paid to the Lessor, together with a sum to be fixed by the Board of Directors of Lessor to cover reasonable legal and other expenses of the Lessor, its Managing Agent and Transfer Agent, in connection with such assignment and transfer of shares[;] . In addition to the foregoing, at, and as a condition for the occurrence of, the closing of the transfer of such assignment, the transferring Lessee shall pay to the Lessor a transfer charge in an amount equal to ONE AND ONE HALF PERCENT (1.5%) of the gross sales price for this Lease and the shares appurtenant hereto or, if no monetary consideration is being paid for such transfer, an amount equal to ONE AND ONE HALF PERCENT (1.5%) of the appraised value of the apartment as determined by an MAI appraiser reasonably satisfactory to the Lessor. However, such transfer charge shall not apply to: (1) a transfer pursuant to a sale agreement submitted to the Lessor or its managing agent prior to the effective date of this provision (which shall be the earlier of June 1, 2014 or when the Lessor or its Managing Agent provides Lessee with notice that the Lessor or its Managing Agent has received the necessary amount of consents to effect the transfer charge); (2) a transfer for no consideration to a trust established for the benefit of the Lessee or his/her spouse or child; (3) a transfer for no consideration to the decedent Lessee’s legatees; (4) a transfer for no consideration from one joint tenant, tenant by the entirety or tenant in common to another such existing co-owner; and (5) a transfer for no consideration from the Lessee to his/her spouse or child.

(REMAINDER OF PARAGRAPH UNAFFECTED BY THE FOREGOING AMENDMENT)

NEW MATTER UNDERLINED
DELETED MATTER [BRACKETED]
Contact Information Form

Seller Name: ____________________________________________

Purchaser Name: ____________________________________________

Apartment Address: ___________________________ Apartment: ______

Purchaser: ____________________________________________

Alternate Address (if applicable): ____________________________

Tenant Phone #: __________________ Business Phone #: _____________

E-mail: ___________________ Cell phone#: ___________________

Occupant Information:

Name of Occupant(s): __________________________________________

Phone #: __________________________

Business phone #: __________________________

E-mail address: __________________________

Cell Phone #: __________________________

For Seller(s):

Attorney: __________________________

Phone #: __________________________

E-mail address: __________________________

For Purchaser(s):

__________________________________________

Phone #: __________________________

E-mail address: __________________________
TO: BOARD OF DIRECTORS
The undersigned hereby submit this application to purchase ________ shares of stock in 215 East 79th Street, Inc., and the Proprietary Lease for apartment _________ located at 215 East 79th Street New York, NY 10021

We/I hereby acknowledge our/my understanding of the following.
1. Pursuant to authority granted in the Proprietary Lease and By-Laws of the Corporation, the Board of Directors will utilize this application to obtain background information regarding proposed purchases of the Corporation's stock.

2. The Board of Directors may require additional information and will require that applicant(s) appear for a personal interview.

3. The proposed purchase/transfer cannot be consummated without the Board's consent.

4. We/I have read the Proprietary Lease, By-Laws and House Rules which govern occupancy of the apartment and which would govern the occupancy by the applicant.

5. In no event will the Corporation, the Board of Directors or its agents be responsible for any liabilities or expenses incurred by an applicant whose application is disapproved.

6. While the Board of Directors will attempt to review all applicants promptly, the Corporation, the Board of Directors, and its agents assume no responsibility for expense or liabilities resulting from and delay in it review.

7. Falsification of any of the enclosed information, or omission of material information herefrom, may result, without limitation, in revocation of the Board of Directors' approval and termination of the applicant's Proprietary Lease.

The undersigned hereby authorize(s) the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc. described herein in order to elicit information bearing upon this application.

The undersigned hereby makes this application to purchase/transfer shares of stock in the Corporation and the Proprietary Lease for the apartment described above. The undersigned acknowledges that, if this application is accepted, the undersigned, will not without prior written consent of the Board of Directors: pledge the shares of the Corporation's stock; make structural alterations to the apartment; sublease the apartment; permit non-family members to reside in the apartment for more than one month; use the apartment for other that residential purposes; or violate any provision of the Proprietary Lease, House Rules, By-laws. The undersigned acknowledges that the undersigned is acquiring the apartment in an "as is" condition. The undersigned confirms the accuracy of all of the information contained herein.

Applicant: ______________________________
Signature

Co-Applicant: ______________________________

Guarantor (If Applicable): ______________________________
Signature
Date: ______________________________
APPLICANT’S RELEASE

Re: 215 East 79th Street, Inc
215 East 79th Street
New York, N. Y. 10021

Apt. #: ______________

The undersigned applicant(s) is (are) submitting an application to Purchase/Transfer of the above referenced apartment.

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 Purchase/Transfer 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
**PURCHASER(S) GENERAL INFORMATION**

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

If your residence or employer has changed in the last two years indicate on the back of this page your prior address of residence and the name, address and dates of employment of prior employment.
Please answer yes or no to the following questions:

<table>
<thead>
<tr>
<th>Question</th>
<th>APPLICANT</th>
<th>CO-APPLICANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Have you any outstanding judgments?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. In the last 7 years, have you been declared bankrupt?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Have you had property foreclosed upon or given title of deed in lieu thereof?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Are you a party in a law suit?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Are you obligated to pay alimony, child support or separate maintenance?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. Will any part of your cash payment be borrowed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Do you or any member of your family have diplomatic status?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h. Are you a co-maker/guarantor for any loan?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If a "Yes" answer is given to a question in this column, please explain on the back of this page.

REFERENCES

FINANCIAL:
Institution
Address
Account #

PERSONAL:

BUSINESS:

1. Name (s) in which cooperative stock will be held:

OVER->
2. Names and relationship of proposed occupants of the apartments and ages of children, if any:


3. Will this apartment be your main residence? Yes____ No_____

If not, the approximate number of days per month you will use this apartment:

4. Address and phone number of main residence: (if different)


5. Is this your first time purchasing a Co-op?_______ If no, where else have you owned?
Address:

6. Do you plan to do any renovation of the apartment?_______ If yes, please specify:


AFFIDAVIT AS TO NET WORTH

NOTE: If purchaser, loan or sublease is being made by more than one person, each applicant must submit an affidavit as to the applicant’s net worth.

STATE OF NEW YORK} } ss:
COUNTY OF NEW YORK]

__________________________________________, being duly sworn, deposes and states the following: I submitted herewith a true statement of my assets, liability and current net income. I make this affidavit in order to induce the Board of Directors of (CO-OP NAME):
__________________________________________, to approve the following:

(Cross out inapplicable portion)

1) The transfer to me of stock of said Corporation now owned by

__________________________________________

and the assignment to me of the lease of apartment # __________ at:

__________________________________________

2) The borrowing by me of $ ________________ on the security of stock of (CO-OP NAME): _______________________________________, which now is or hereafter will be owned by me.

__________________________________________

Applicant’s Signature

__________________________________________

Applicant’s Signature
### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>As of Date of Application</th>
<th>Proforma After Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Down at Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checking Accounts (Note 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Savings Accounts (Note 1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketable Securities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life Insurance Net Cash Value</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Marketable Securities (Note 2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Owned (Note 3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobiles/Pleasure Craft Owned</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vested Interest in Retirement Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth of Business Owned (Note 5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture and Personal Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notes Receivable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### LIABILITY

<table>
<thead>
<tr>
<th>Description</th>
<th>As of Date of Application</th>
<th>Proforma After Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installment Debt Payable (Note 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Unsecured Loans (Note 6)</td>
<td></td>
<td></td>
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<tr>
<td>Mortgage Loans (Note 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobiles/Pleasure Craft Loans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Secured Loans (Note 6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Liabilities (Note 7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income Tax Payable</td>
<td></td>
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<tr>
<td><strong>TOTAL LIABILITY</strong></td>
<td></td>
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</tr>
</tbody>
</table>

TOTAL ASSETS - TOTAL LIABILITIES = NET WORTH

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

PURCHASER'S SIGNATURE________________________PURCHASER'S SIGNATURE________________________
NOTES TO BALANCE SHEET

**Note 1**

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

**Note 2**

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Shares</th>
<th>Issuer</th>
<th>Market Value</th>
<th>Monthly Dividend &amp; Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

(Please submit brokerage statements or other reports)

**Note 3**

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

**Note 4**

Make and Year of Vehicle:

________________________________________________________________________

________________________________________________________________________

**Note 5**

Briefly Describe Other Assets:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

**Note 6**

Please provide the following for all Debt:

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

**Note 7**

Briefly describe any other liabilities:
# ANNUAL INCOME STATEMENT

<table>
<thead>
<tr>
<th>Income (Annual)</th>
<th>Applicant</th>
<th>Co-Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commission</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Div/Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alimony/Child Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sale of Capital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Itemize Separately)</td>
<td>1</td>
<td></td>
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<tr>
<td></td>
<td>2</td>
<td></td>
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<td></td>
<td>3</td>
<td></td>
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<tr>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL INCOME:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Purchase Price for Stock $_______________ Amount to be financed $_______________

Loan Type: Fixed Rate:_________ or Adjustable Rate:_________  
Interest Rate:______% Term:______yrs Monthly Payment: $_______________ per month

Source of funds for each portion of purchase:__________________________________________

Monthly Maintenance:$ _________________ per month

Liquid assets after purchase: $_______________

---

# ESTIMATED ANNUAL HOUSING EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td></td>
</tr>
<tr>
<td>Mortgage</td>
<td></td>
</tr>
<tr>
<td>Other Financing</td>
<td></td>
</tr>
<tr>
<td>Real Estate Taxes</td>
<td></td>
</tr>
<tr>
<td>Loans</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total housing expense</strong></td>
<td></td>
</tr>
</tbody>
</table>

**HOUSING TO INCOME RATIO:** _________________
AUTHORIZATION
PLEases 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.

<table>
<thead>
<tr>
<th>APPLICANT(S) NAME:</th>
<th>1__________________________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICANT(S) SIGNATURE:</td>
<td>1__________________________________________________________</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>1__________________________________________________________</td>
</tr>
<tr>
<td>SOCIAL SECURITY #:</td>
<td>1__________________________________________________________</td>
</tr>
<tr>
<td>DATE OF BIRTH:</td>
<td>1__________________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPLICANT(S) NAME:</th>
<th>2__________________________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICANT(S) SIGNATURE:</td>
<td>2__________________________________________________________</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>2__________________________________________________________</td>
</tr>
<tr>
<td>SOCIAL SECURITY #:</td>
<td>2__________________________________________________________</td>
</tr>
<tr>
<td>DATE OF BIRTH:</td>
<td>2__________________________________________________________</td>
</tr>
</tbody>
</table>

NOTICE UNDER NYCCS 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>
</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 &quot;National&quot; or initials &quot;N.A.&quot; appear in or after bank’s name)</td>
<td>Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 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 202-452-3693</td>
</tr>
<tr>
<td>Savings associations and federally chartered savings banks (word &quot;Federal&quot; or initials &quot;F.S.B.&quot; appear in federal institution’s name)</td>
<td>Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929</td>
</tr>
<tr>
<td>Federal credit unions (words &quot;Federal Credit Union&quot; appear in institution’s name)</td>
<td>National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600</td>
</tr>
<tr>
<td>State-chartered banks that are not members of the Federal Reserve System</td>
<td>Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2036 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>
215 East 79th Street, Inc.

Windows Rider Acknowledgement

I/We hereby acknowledge and understand that any sale of any apartment with existing old casement windows in place must have the windows replaced to conform with the window replacement policy for the building as one of the conditions for approval.

Re: Apartment# ______

_____________________________________
Purchaser

_____________________________________
Purchaser

Date: ____________________________
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 Name(s): ______________________________________

Building Address: __________________________________

Apartment #: ______________________________________

PLEASE ATTACH ORIGINAL VOIED CHECK HERE
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: ____________________
HOMEOWNERS INSURANCE

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

Acknowledged and Agreed by:

_________________________________________  ________________________________________
Proposed Shareholder signature  Proposed Shareholder signature

Building Address: ________________________

Date: ____________

IMPORTANT NOTE REGARDING INSURANCE REQUIREMENTS:

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

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

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

d) Shareholder shall name Lessor as an additional insured party and designate the Lessor as a “certificate holder” entitled to notice if the policy is terminated.
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>
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<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 when there is a fire escape on the outside of the building, are legally exempt from this requirement.</td>
</tr>
<tr>
<td>• If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.</td>
<td>• <strong>It is against the law</strong> for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.</td>
</tr>
<tr>
<td>• <strong>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</strong></td>
<td>• Window guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.</td>
</tr>
<tr>
<td>• Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</td>
<td>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</td>
</tr>
</tbody>
</table>

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

---

**Please check all that apply.**

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

---

**Signature**  
**Telephone Number**  
**Date**

Deadline for return: February 15, 2009

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

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

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PRINT ADDRESS:  

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</table>
215 EAST 79TH STREET, INC.

HOUSE RULES AND REGULATIONS

1. No lessee shall make or permit any disturbing noises in the building or cause or permit any unusual or objectionable odors to emanate from the apartment or do or permit anything to be done therein, which will interfere with rights, comforts or convenience of other occupants. Of the building. No moving of furniture into the building, repair work, installation or alteration work shall be done before 9:00 a.m. or after 4:30 p.m. or on Saturdays, Sundays or legal holidays or at such other times as the lessor may designate.

No lessee shall operate any equipment, appliance or other device, which unreasonably disturbs or annoys other occupants. No lessee shall play or permit to be played in any apartment any musical instruments, phonograph, radio, sound system or television set between the hours of 12:00 a.m. and 6:00 a.m. or at any time if the same unreasonably disturbs or annoys other occupants. No lessee shall conduct or permit to be conducted vocal or instrumental musical practice in any apartment for more than two hours in any day nor give or permit to be given therein any vocal or instrumental musical instruction except with the prior written consent of the lessor.

2. The major portion of all floor space in apartments, other than baths and kitchens, shall be covered with carpeting or rugs with a view to minimizing noise transmission to the apartment below.

If the lessee shall install other than building standard wood flooring, such as asphalt, rubber or vinyl tile, linoleum, slate, marble, or the like, then, in addition to any other applicable requirement, the lessee shall install an underlay of sound absorbent material.

3. The lessee shall not, without first obtaining the written consent of the lessor, make in the apartment or on any roof, penthouse, or terrace appurtenant thereto, any structural alteration, including, without limitation, any enclosure, addition or alteration of the water or steam pipes, heating or air conditioning systems, electrical conduits or plumbing.

No alterations or additions to the electrical wiring, intercommunication or alarm systems in the apartments or in the building shall be made without the prior written consent of the lessor. No alterations or additions to the electrical equipment and/or appliances in the apartment shall be made which may, in the opinion of the lessor, result in the overloading of the electrical wiring facilities or which may create possible vibration or any other objectionable conditions. No new alteration agreements for the installation of clothes washing machines or clothes dryers will be approved. Subject to the terms of any prior alteration agreement permitting its installation, a lessee must remove, at the lessee’s expense, any clothes washing machines or clothes dryers before the lessor will consent to the transfer of lessee’s interest in the lessor. No waterbeds shall be installed in the building subsequent to the date of adoption of these house rules. The prior written consent of the lessor is required before any additional electrical equipment or appliances may be installed in accordance with the provisions of this Article Three.

No radio, television or other aerial, satellite dish or antenna shall be attached to the roofs or terraces or hung from the exterior of the building.

No ventilator or air conditioning device shall be installed by any lessee without the written consent of the lessor as to the type, location and manner of installation of such device. The
lessor shall have the right to paint the exterior of such device whatever color it may elect and however often it may desire. Lessee shall not permit any such device to leak, nor to make any noise, which disturbs or interferes with the rights, comfort or convenience of any occupant of any other apartment. If any lessee shall fail to keep such a device in good order and repair, the lessor in its discretion may remove such device and charge the cost of removal to such lessee and such device may not be replaced until put in proper condition by such lessee and then only with the further written consent of the lessor. The lessor may remove and install such device or require the lessee to do so for the common good of the building at the lessee's expense.

4. New windows may be installed with the written approval of the lessor. New windows must comply with the style, exterior color and installation specifications of the lessor. Lessee shall be solely responsible for any new window, including without limitation for any defects or malfunctioning of this window. Any exterior leaks resulting from this installation shall also be the responsibility of the lessee.

5. The N.Y.C. Health Code requires that there be window guards in apartments in which any child ten years old or under resides. Cost of the window guard installation shall be at the lessee’s expense as will be removal of same. To have window guards installed, the lessee should contact the Managing Agent who will buy window guards that meet the standards set by Law.

6. No lessee shall alter any lock or install a new lock on any door of the apartment without at the same time providing the lessor with an additional key to such door. The lessor shall at all times have access to any part of the apartment and be provided with and retain appropriate keys in order to cope with any emergency which may arise. The agents of the lessor, and any contractor or workman authorized by the lessor, may enter any apartment or storage or laundry space at any reasonable hour of the day in order to make or facilitate repairs in any part of the building.

7. No tenant-shareholder may sublease his/her apartment, except in accordance with the Proprietary Lease and these House Rules. Any sublease of an apartment must be approved in advance, in writing, by the lessor, which approval may be withheld in the absolute discretion of the Board of Directors of the lessor. In consideration for the lessor’s consent to the sublease of an apartment, a tenant-shareholder shall pay to the lessor, during the term of the sublease, a monthly fee established by the lessor, which initially shall be twenty-five (25%) percent of the monthly maintenance for the apartment, and any and all fees, costs and expenses of the lessor associated with such sublease. No sublease will be approved unless:

(i) Tenant-shareholder can demonstrate that the tenant-shareholder’s occupation or health requires the tenant-shareholder to be absent from the New York metropolitan area for the term of the sublease, and that the tenant-shareholder intends to return and reoccupy the apartment

(ii) The sublease is nontransferable

(iii) The term of the sublease may not exceed two years, which term may be extended, in the absolute discretion of the Board for up to one additional year

(iv) Sub-lessee meets the requirements established by the Board of Directors of the lessor, for a purchaser of shares in the lessor
(v) Tenant-shareholder agrees, in writing, to pay to the lessor on a monthly basis the sublease fee

vi) Sublease requires the sub-lessee to comply with these House Rules and with all other Rules and Regulations of the lessor. The lessor may waive the foregoing rules and may establish such further rules and regulations relating to the subleasing of apartments as it deems to be appropriate.

The lessee shall deliver to the lessor a copy of the sublease to which consent is requested.

8. The lessee shall inform the Superintendent, in advance and in writing of any guests who will be occupying their apartment in their absence. A houseguest card MUST BE COMPLETED by the lessee and given to the superintendent. The notice and houseguest card shall specify the name(s) of guest(s) and expected length of stay. It is the responsibility of the lessee to provide keys to the guests and to acquaint them with the House Rules. Failure to comply will result in denial of access. Guest occupancy exceeding one month requires PRIOR Board approval and except where the guests are members of the lessee’s immediate family (lessee’s spouse, the lessee’s or spouse’s grandparents, parents, brothers and sister, children, grandchild, children-in-law and stepchildren, nieces and nephews) shall be considered a sublet and subject to the Board policies governing sublets, and the sublet fee. Occupancy of an apartment by a guest shall be subject to the terms and conditions of the Proprietary Lease.

9. The use of storage and laundry facilities in the basement or other areas of the building shall be at the sole risk of the lessee and the lessor shall not be liable to the lessee for any injury, damage or loss, whether due to negligence or otherwise. The lessee using such space or facilities shall maintain the same in a clean and orderly condition and shall use the same in such manner and at such times as the building superintendent may direct. The lessor reserves the right to curtail or relocate any space set apart for storage or laundry purposes.

The use of storage space shall be limited to non-flammable objects, empty trunks and suitcases, and no article shall be stored which in the opinion of the lessor constitutes a possible fire hazard or nuisance. All items stored must meet applicable New York City Fire Department regulations.

Stored articles must be tagged by the lessee for identification, and the lessor may dispose of any articles, which are untagged. The lessee shall use the laundry facilities available only upon such days and during such hours as may be designated by the superintendent.

10. The lessee shall keep the leased premises, in addition to penthouse terraces, if any, in a good state of orderliness and cleanliness. Window shades, awnings, window guards, curtains and any forms of window covering visible from the street shall be unobtrusive so as to maintain a uniform appearance and any such window coverings or decorations which are objectionable to the lessor shall be removed. Bare windows must be equipped with some form of window covering not objectionable to the lessor. Window panes shall be kept properly washed and cleaned at the lessee’s expense but the lessee shall not permit or allow any window cleaner in cleaning such windows from the outside to do so in violation of Section 202 of the Labor Law or of the rules of any other governing authority.

No lessee shall sweep or throw or permit to be swept, to fall or to be thrown from the building or from the doors, windows, or terraces thereof, any articles, cigarettes, cigars (lighted or otherwise) dirt or other substance. No articles shall be placed on the fire stairs or landings or
in the public areas of the building, nor shall anything be hung or shaken from the doors, windows, or terraces or placed upon the windowsills of the building.

The lessee shall, promptly, upon the lessors demand, remove from the apartment any installation or article which may increase the rate of fire insurance on the building or any apartment therein.

11. Moving date and time must be scheduled with the superintendent or the use of the service elevator may be denied.

Prior to moving into or moving out of the building, a refundable “Moving Damage Fee” must be deposited with the Managing Agent. This fee will be refunded in full if the move is completed without any damage to the hall, elevators or any other public area of the building. The costs of any damage will be deducted from this fee. The lessee is fully responsible for any and all damage, which occurs during and/or because of the move. Moving hours are limited to 9:00 a.m. to 4:30 p.m. Monday through Friday, except for certain Holidays.

12. Supplies, market goods and packages as well as equipment, trunks and heavy packages are to be delivered through the service entrance of the building and the service elevator. All tradesmen, workmen, messengers and other staff shall use the service elevator.

The lessor may establish such reasonable regulations governing the conduct of deliverymen as the lessor deems appropriate, and the lessor may deny access to the building to any deliverymen or firm employing such deliverymen, who violate such rules.

13. No planting beds, shrubs, trees, boxes or planting containers, garden pools or fountains or statuary shall be permitted on the roofs or penthouse or terraces except where such units are installed in accordance with the terms of a special written agreement with the lessor permitting such installation in which the lessor may also specify the method of such installation. Unauthorized planting beds, shrubs, trees, boxes or planting containers, garden pools or fountains or statuary may be removed by the lessor at the lessee’s expense and without any liability of the part of the lessor.

Lessees with terraces shall comply with all rules and regulations issued by the Fire Department of the City of New York with respect to the use of their terraces for cooking, etc.

14. The sidewalks, entrances, lobby, public halls, stairways, courts, fire escapes, elevators, corridors and vestibules of the building shall not be obstructed or encumbered or used for any purpose other than ingress to and egress from the building and the apartments in the building.

Children shall not play in the elevators, halls or in the lobby or any public area of the building.

There shall be no smoking in the service or passenger elevators, hallways or other public areas.
Medical patients, clients and/or employees of lessees and tenants shall not use the lobby for waiting purposes.

15. No animals or pets of any kind shall be kept on the premises which in the opinion of the lessor constitute a nuisance or which disturb or annoy other occupants of the building and the lessor shall be the sole judge as to whether the keeping of such animals or pets constitutes such a nuisance, objection or annoyance. Dogs must be carried or on leash when in the elevators or public areas and lobby of the building. No exotic pets are permitted in the building. No more
than 2 dogs will be permitted to reside in a residence.

16. No bicycles, tricycles, scooters, roller skates, roller blades or similar vehicles shall be allowed or be used in the passenger elevators or in the upper floor halls and none of the above mentioned vehicles shall be allowed to be used or stand, in any public areas of the building.

Guest's bicycles may be placed in the basement while visiting. Under no circumstance will they be permitted on the upper floors.

17. No elevator, landing or hallway used in common with other lessees shall be decorated, furnished or equipped, either in part or in whole by any lessee in any manner without the prior consent of the lessor.

18. Lessees may use the public area of the 16th floor roof and the backyard only in conformance with procedures set by the lessor.

19. No lessee shall call upon the building superintendent or other building employees to show an apartment to prospective purchasers or sub-lessees except with the prior written consent of the lessor.

No lessee shall direct or send any employee of the lessor outside the building on any private or personal business of the lessee, including parking or moving a vehicle. However, if a lessee gives a building employee keys for an automobile or any other item or personal property, or otherwise requests the employee to perform any personal service the acceptance of such keys and performance of such service shall be deemed to be outside the scope of employment and shall be at the sole risk of such lessee and the lessor shall not be liable for injury, loss or damage of any nature directly or indirectly resulting there from or connected therewith.

20. All guests shall be announced by name by the doorman prior to entering the inner lobby. When the lessee authorizes the doorman to admit the guest such guest may proceed to the elevator. If a lessee is expecting a number of guests, a written list of names of those expected and authorized to enter may be given to the doorman. In this instance only the doorman would not have to announce each guest. However, a written list must be given to the doorman. For security reasons, verbal instructions are not sufficient. The lessor shall have no liability for the failure of the doormen to comply with the procedures set forth herein.

21. No group tour or inspection of an apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the prior consent of the lessor.

No lessee shall have more than fifty guests in such lessee’s apartment at any one time unless such lessee shall have obtained the prior written consent of the lessor.

22. Without the lessor’s prior written approval, no sign, advertisement, notice or lettering shall be affixed or inscribed on any part of the building or on any window or door thereof.

23. New York law requires smoke detectors in all residential apartments. Residents must maintain the smoke detectors in their own apartment. If a smoke detector is disconnected, fire insurance may not be applicable.

24. Please instruct and supervise your housekeeper, nurse or guest as how to properly dispose of trash and garbage.
City guidelines, which describe recyclable and non-recyclable items, are attached. Additional copies may be obtained from the Managing Agent.

The exterminator comes to the building on a regular basis. If you see any signs of vermin or rodents in your apartment or anywhere else, please notify the Superintendent.

**CHUTE**

- Wet garbage (coffee grinds, vegetables, fruit rinds, etc.) must be placed in a drip proof container or bag (paper or plastic) small enough to go down chute and then dropped down the chute.

- Food cartons (pizza boxes, Chinese food containers, etc.) must be made small enough to go down the chute and then dropped down the chute.

- Vacuum cleaner bags and dirt disposable bags should be emptied into or placed in a bag (paper or plastic) and then dropped down the chute.

- Ordinary contents of waste paper baskets (tissues, paper towels, mail, etc.) should be placed in a bag (paper or plastic) and then dropped down the chute.

- Soiled diapers should be placed in a plastic bag (paper or plastic) and dropped down the chute.

- Plastic cleaners bags should be placed in a bag (paper or plastic) and dropped down the chute.

- The following items should never be put down the chute: Glass, aerosol cans, or metal hangers (see below).

**CHUTE DOOR MUST BE CLOSED TIGHTLY WHEN YOU LEAVE**

**BLUE BAG/PLASTIC GARBAGE CAN IN COMPACTOR ROOM LOCATED ON EACH FLOOR (RECYCLABLES).**

- Plastic bottles, glass bottles (liquor, wine, etc.), recapped jars.

- Rinsed metal cans, containers or other metal items. (soda cans, beer cans, metal take out food containers).

- Broken glass

- Light bulbs

- Metal hangers

**COMPACTOR ROOM FLOOR**

- Paint cans, aerosol cans
• Newspapers, magazines, catalogues
• Packaging boxes/cartons. Oversized cartons must be kept in your apartment until a porter can take them to the basement for you or you may take them to the basement yourself

DOORMAN/PORTER

• The doorman or porter should be notified of any drippings, moist refuse or pet accidents on the hall carpeting and/or the incinerator room floor

25. Any complaints or suggestions regarding service in the building should be made in writing to the Managing Agent.

26. The lessee shall submit a Certificate of Insurance to the lessor annually or on demand in conformance with the Proprietary Lease.

27. The term “lessor” as used in these House Rules and Regulations includes the cooperative apartment corporation, its board of directors, its authorized officers and managing agent. The terms “lessee” and “lessees” have the meaning ascribed to them in the Proprietary Lease. These House Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors of the lessor. When a copy of these House Rules and Regulations, or any additions or amendments thereto have been furnished to the lessee, they shall become a part of the proprietary lease between the lessor and the lessee and shall be obeyed by the lessee and faithfully observed by the lessee’s family, guests and sub-tenants. Any written consent of the lessor required under these House Rules and regulations shall rest solely with the judgment and discretion of the lessor’s Board of Directors, whose determination shall be controlling.

28. Any consent by the lessor to the lessee in accordance with these House Rules will only be effective if in writing and then only to the extent expressly set forth therein and may be revoked at any time by written notice to the lessee to that effect. Failure of the lessor to furnish a lessee with a consent or approval, as required by these House Rules and Regulations, shall not be construed to mean that such consent or approval has been granted by default or by waiver. No failure or delay by the lessor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof of the exercise of any right, power or privilege hereunder.
The Thornley
215 East 79th Street, Inc.

November 19, 2014

215 East 79th Street
New York, NY 10075

Dear Shareholders

Washers and Dryers Policy

After much consideration and investigation, we have updated our washers and dryers policy to permit the broader installation of washers and dryers in apartments.

The benefits to the building are clear. In particular, the consensus of industry professionals is by allowing more shareholders to have a washer and dryer in their apartments will, ultimately, increase the value of their apartments. After all, there are many potential buyers that will only view apartments with washers and dryers or the ability to install them.

The primary apprehension we had was our concern for a negative impact on our plumbing systems. This concern, among several others, was eliminated after our engineer's thorough investigation. The actual risk is low.

Consistent with our engineer's recommendations, we have set out a series of strict requirements for any shareholder interested in having a washer and dryer installed under the new policy. There is a series of checks and balances included in the process, which ensure the proper operation of the machines for the safety and protection of all shareholders.

For your convenience, the updated process for making requests to install washers and dryers is enclosed in Appendix A.

Very Truly Yours,

The Board of Directors
Appendix A

215 East 79th Street Washer & Dryer Request Process

1) Any Shareholder may request Board approval to install a washer & dryer in his/her apartment.
2) The Shareholder must submit the specifications for the washer & dryer installation for the building engineer's review and Board's determination of whether to approve the request.
   a. Note: the building engineer's review is at the Shareholder's expense
3) The building engineer's review and analysis will be based on the then-current state-of-the-art building requirements.
4) Currently, such specification should include at least the following:
   a. Make & model of acceptable, high-efficiency washer and ventless dryers (no exhausting to the building's exterior).
   b. An electrical load letter submitted by a licensed electrician.
   c. Connection of washer to bathroom drain lines only.
   d. Washing machines installed pans with water sensors and automatic shut off valves triggered in the event of the leak.
   e. Flooring under washer waterproofed.
   f. Connection of washer to drains using proper venting to mitigate potential suds issues.
      i. Note: If there is ever a suds issue with a washing machine, the machine use will be discontinued until the problem is resolved
5) The building engineer will inspect the installation at various project milestones at the expense of the Shareholder.
   a. Note: the Shareholder must ensure that the Building engineer is able to perform these inspections at each applicable milestone; otherwise subsequent work may be required to be unwound to enable the proper inspections.
      i. Once the waterproofing of the floor is complete and before the floor is installed
      ii. Prior to the electrician's sign off of the work
      iii. At the completion of the job
6) To further clarify proprietary lease obligations, the shareholder must agree to a rider to the alteration agreement in the event an approved washer & dryer creates a new wet over dry location.

Recommended Washer/Dryer as of November 2014

Bosch compact washer-dryer Axxis WTC 82100 (the dryer can only be the condensation type —no ducting required)
Miele White T8019 C Condenser Dryers and W3037 Washing Machine

LG Washer-Dryer Combo WM3455HW (LG has other models and these can be reviewed on a case by case basis. The dryers can only be condensation/ventless.

All washer are to be low suds for each brand and model and must be energy star compliant.