41 Fifth Owners Corporation

Sublet Policy

(Revised and adopted by the Board, October 6, 2015)

The primary purpose of 41 Fifth Owners Corp. is to provide a primary residence for the shareholders by reason of their shares and ownership in the corporation. Owner occupancy of apartments encourages a sense of community in the building and enhances long-term stability and maintenance of the building’s infrastructure. The interests of absentee-owners are not entirely aligned with those of resident shareholders. For this reason the board discourages subletting, but also recognizes that shareholders may occasionally need to live elsewhere for work or family reasons or, in times of down markets may need to generate income while waiting to sell an apartment. In keeping with this, the sublet policy has been revised as stated here.

Shareholders who have resided in the building for two or more years may be permitted to sublet their apartments upon written authorization by the Board. As provided by the Proprietary Lease, consent to subletting may be subject to such conditions as the Board requires, including payment of sublet fees described below.

A Shareholder seeking to sublet must submit an application to the Managing Agent, complete with all documents and payments required in the application.

Consent, when given, will be for a specified period of time, not to exceed one year. Renewal or extension of authorization to sublet must be requested prior to the end of the original period of sublet and will be permitted only upon approval of the Board.

It is the responsibility of the Shareholder to notify the managing agent and request of the Board an extension of the sublet term at least 30 days prior to the expiration of the current sublet term.

It is the responsibility of the managing agent: (i) to advise the Shareholder of the term and conditions of approval, (ii) to collect the sublet fee, and (iii) to advise the Board if an extension has been requested or not, at least 30 days prior to the expiration of the current sublet term.

The sublet fee is charged on a monthly basis and increases with the length of time a unit is sublet, cumulatively. Subletting to a different subtenant or subletting after a break does not reset the fee back to year one. The fee is intended to discourage repeat and long-term renting, which creates a sense of impermanence and transiency to the building, and to encourage the owner either to resume occupancy at some time or sell the apartment.

The fee is payable by an increase to maintenance for each month of the subletting in the percentage amount set forth on the schedule below.
The sublet fee is as follows:

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Year 1</td>
<td>25% of Annual Maintenance</td>
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<tr>
<td>Year 2</td>
<td>35% of Annual Maintenance</td>
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<tr>
<td>Year 3</td>
<td>50% of Annual Maintenance</td>
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<tr>
<td>Year 4</td>
<td>75% of Annual Maintenance</td>
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<tr>
<td>Year 5 and any further permitted extension</td>
<td>100% of Annual Maintenance</td>
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</tbody>
</table>

The Board believes the escalating sublet fee is reasonable even if a longer-term sublet is permitted. Apartments in the building are currently sublet for $66,000-84,000 per year, while maintenance for the apartments is in the $20,700-33,900 range. For example, in the first year, the shareholder of an apartment with maintenance of $20,700 would pay a total of $25,850 to the coop while collecting $66,000 in rent; in the third year the shareholder would pay $31,000 to the coop while collecting rent of $66,000 or more with escalations, and in the fifth year, the shareholder would pay $41,400 to the coop while collecting rent of $66,000 or more with escalations.

The Board reserves the right as stated in the Proprietary Lease to grant or withhold consent for any reason or for no reason to a subletting. Among other factors considered, the Board will limit sublets if the percentage of apartments already sublet is excessive, in the Board’s sole discretion. In such a case, if a new sublet is proposed, consent to subletting may be postponed until one of the existing sublets comes up for renewal, at which time the application coming up for renewal would likely be denied.

Effective Date: This policy is effective for any new sublease entered after January 1, 2016 and for any renewal of an existing sublease after January 1, 2016.
MAXWELL-KATES, INC.

41 Fifth Owners Corp. Sublease Application
41 Fifth Avenue
New York, N.Y. 10003

Please complete the attached sublease application in its entirety with all the required documents and submit to Maxwell-Kates, Inc. Closing Department. 9 East 38th Street 6th Floor, New York NY 10016 The application will be reviewed and submitted to the Board of Directors for their review and approval. The Board and/or management reserves the right to request any additional information during the review and interview process.

Please submit one (1) fully completed package of original documents. And a fully signed original sublease agreement.

SUBLET TERMS ARE FOR ONE YEAR INCREMENTS AT A TIME. ALSO, ANY RENEWAL OF A CURRENT SUBLEASE MUST BE APPROVED BY THE BOARD OF DIRECTORS.

Shareholder Requirements:

1) Letter from shareholder requesting permission to sublet and the reason for the request.

2) If the shareholder has a mortgage on the apartment a copy of the letter that shareholder has sent to bank requesting permission from bank to sublet the apartment.

3) The sublet fee due to the Corporation will be billed on a monthly bases and it will be calculated based on the below policy regarding number of years the shareholder has sublet the apartment during their ownership:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage of Annual Maintenance</th>
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<tbody>
<tr>
<td>Year 1</td>
<td>25%</td>
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<tr>
<td>Year 2</td>
<td>35%</td>
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<tr>
<td>Year 3</td>
<td>50%</td>
</tr>
<tr>
<td>Year 4</td>
<td>75%</td>
</tr>
<tr>
<td>Year 5 and any further permitted extension</td>
<td>100%</td>
</tr>
</tbody>
</table>

Shareholder Move out deposit:

4) Move out deposit check of $500.00 made payable to “41 Fifth Avenue Owners Corp”.

OVER>

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282   Fax: 212.684.8077   www.maxwellkatesinc.com
Subtenant Information Requirements:

1) Sublease application package (attached to be completed)

2) Three personal reference letters and three business reference letters.

3) Letter of reference from current landlord,

4) Statement of net worth in application to be completed with all, supporting documents attached (bank statements, brokerage statements etc.)

5) Verification of income from applicant(s) letter from employer stating income position and length of employment.

6) Tax returns (1040) for the most current two years signed with including W-2 form. (all social security numbers must be blacked out from returns)

7) If applicant is self-employed please include a letter from accountant verifying current annual income.

8) Credit report authorization must be signed and, social security numbers and date of birth included.

Subtenant fees and deposits due upon submission of application:

1) $300.00 Application processing fee payable to “Maxwell Kates, Inc”.

2) $165.00 per applicant named on lease for credit report payable to “Maxwell Kates, Inc”.

3) $50.00 Board Review Fee payable to “41 Fifth Owners Corp”.

4) $500.00 move in deposit payable to “41 Fifth Owners Corp”.

Non-Disclosure Acknowledgement

Re: 41 Fifth Avenue

Apt. #: ______________

The policy of 41 Fifth Owners Corp. for approvals of purchases and or subleases is that no Board member, nor employee of its managing agent may discuss the prospects of any applicant. In the event that such conversations take place, no applicant or his or her agent, representative, broker or attorney shall rely on the substance of any such conversation.

A copy of this policy shall be sent to any prospective applicant, seller, purchaser, sublessee, attorney or broker prior to any conversations, and must be signed and returned before such conversations, and must be signed and returned before such conversations take place. The applicant shall be guided accordingly.

________________________________________
Applicant Signature

________________________________________
Applicant Signature

________________________________________
Date
APPLICANT’S RELEASE

Re:

Apt. #: ______________

The undersigned applicant(s) is (are) submitting an application to Sublease the above referenced apartment at Gansevoort Cooperative Corp..

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

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

________________________________________
Applicant Signature

________________________________________
Applicant Signature
SHAREHOLDER(S) INFORMATION

Date__________________________

Apartment #: _______________________

Lease Term: From:___________________ To:___________________

Rent: Monthly: $_________________ Yearly: $_________________

Shareholder(s): _____________________________________________

Forwarding Address: _________________________________________

Home Phone #: __________________ Business Phone #:_____________

Broker’s Name: 1. ____________________ 2. ___________________

Broker’s Firm: 1. ____________________ 2. ___________________

Broker’s Phone #:1. ____________________ 2. ___________________
SUBLEASSOR(S) GENERAL INFORMATION

PERSONAL INFORMATION

Applicant Full Name: ____________________________________________

Date of Birth: ___________________ Social Security #: ___________

Citizenship: ____________________________________________

Co-Applicant Name: ____________________________________________

Date of Birth: ___________________ Social Security #: ___________

Citizenship: ____________________________________________

Educational and Professional Background:

 Applicant: ____________________________________________

Co-Applicant: ____________________________________________

RESIDENCY HISTORY

PRESENT ADDRESS:

Present Phone #: _____________________________

Length of Time at Present Address: _____________________________

Present Landlord or Mortgage Holder: _____________________________

Amount of Mo. Rent $ ________ Reason for Moving: ____________________________

PREVIOUS ADDRESS:

Length of Time at Previous Address: _____________________________

Previous Landlord or Mortgage Holder: _____________________________

Amount of Mo. Rent $ ________ Reason for Moving: _____________________________
EMPLOYMENT INFORMATION

Applicant:

Employed by: ________________________________

Period Employed: ____________________________ Phone #: ____________________________

Employer's Address: __________________________

Position Held: ______________________________ Supervisor: ____________________________

Co-Applicant:

Employed by: ________________________________

Period Employed: ____________________________ Phone #: ____________________________

Employer's Address: __________________________

Position Held: ______________________________ Supervisor: ____________________________

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

In case of a personal emergency, Notify:

Name: ______________________________________

Address: ____________________________________

Relationship: _________________________________

Applicant Signature: __________________________ Date __________________

Co-Applicant Signature: _________________________ Date __________________
# AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

I/We authorize a tenant background search or consumer report. I/We authorize the verification of all information in this application and its release to the Landlord/Condominium/Cooperative/Maxwell-Kates, Inc. or other parties connected with the lease/purchase/transfer contemplated herein.

<table>
<thead>
<tr>
<th>APPLICANT(S) NAME:</th>
<th>1. __________________________</th>
<th>2. __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICANT(S) SIGNATURE</td>
<td>1. __________________________</td>
<td>2. __________________________</td>
</tr>
<tr>
<td>ADDRESS:</td>
<td>1. __________________________</td>
<td>2. __________________________</td>
</tr>
<tr>
<td>SOCIAL SECURITY #:</td>
<td>1. __________________________</td>
<td>2. __________________________</td>
</tr>
<tr>
<td>DATE OF BIRTH:</td>
<td>1. __________________________</td>
<td>2. __________________________</td>
</tr>
</tbody>
</table>

## NOTICE UNDER NYCAS 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:

CoreLogic Safe Rent  
c/o Consumer Relations Department  
7300 Westmore Road, Suite 3  
Rockville, MD 20850-5223  
Telephone: (888) 333-2413

Pursuant to federal and state law:

1. If the Landlord takes adverse action against you on the basis of information contained in a tenant screening report, the Landlord must notify you that such action was taken and supply you with the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken;

2. If any adverse action is taken against you based on information contained in a consumer screening report, you have the right to inspect and receive a free copy of that report by contacting the consumer reporting agency;

3. Every tenant or prospective tenant is entitled to one free tenant screening report for each national consumer reporting agency annually, in addition to a credit report that should be obtained from www.annualcreditreport.com; and

4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.

MKI 10/6/2010
**FINANCIAL STATEMENT**

**Name(s):**

**Address:**

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the ____ day of _______ 19____.

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Applicant</th>
<th>Co-Applicant</th>
<th>LIABILITYES</th>
<th>Applicant</th>
<th>Co-Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in banks</td>
<td></td>
<td></td>
<td>Notes Payable:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money markets Funds</td>
<td></td>
<td></td>
<td>To Banks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Deposit</td>
<td></td>
<td></td>
<td>To Relative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investments: Bonds &amp; Stocks</td>
<td></td>
<td></td>
<td>To Others</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-see schedule</td>
<td></td>
<td></td>
<td>Installment Accounts Payable:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment in Own Business</td>
<td></td>
<td></td>
<td>Automobile</td>
<td></td>
<td></td>
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<tr>
<td>Accounts and Notes Receivable</td>
<td></td>
<td></td>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate Owned - see schedule</td>
<td></td>
<td></td>
<td>Other Accounts Payable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td></td>
<td></td>
<td>Mortgages Payable on Real</td>
<td></td>
<td></td>
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<tr>
<td>Make</td>
<td></td>
<td></td>
<td>Estate - see schedule</td>
<td></td>
<td></td>
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<tr>
<td>Automobiles:</td>
<td></td>
<td></td>
<td>Unpaid Real Estate Taxes</td>
<td></td>
<td></td>
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<tr>
<td>Personal Property &amp; Furniture</td>
<td></td>
<td></td>
<td>Unpaid Income Taxes</td>
<td></td>
<td></td>
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<tr>
<td>Life Insurance</td>
<td></td>
<td></td>
<td>Chattel Mortgages</td>
<td></td>
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</tr>
<tr>
<td>Cash Surrender Value</td>
<td></td>
<td></td>
<td>Loans on Life Insurance Policies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retirement Funds/IRA</td>
<td></td>
<td></td>
<td>(Include Premium Advances)</td>
<td></td>
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<tr>
<td>401K</td>
<td></td>
<td></td>
<td>Outstanding Credit Card Loans</td>
<td></td>
<td></td>
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<tr>
<td>KEOGH</td>
<td></td>
<td></td>
<td>Other Debts - itemize</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit Sharing/Pension Plan</td>
<td></td>
<td></td>
<td>TOTAL LIABILITIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Assets</td>
<td></td>
<td></td>
<td>NET WORTH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COMBINED ASSETS**

**SOURCE OF INCOME**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Co-Applicant</th>
<th>COMBINED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Salary</td>
<td></td>
<td>CONTINGENT LIABILITIES</td>
</tr>
<tr>
<td>Overtime Wages</td>
<td></td>
<td>As Endorsor or Co-maker on Notes $</td>
</tr>
<tr>
<td>Bonus &amp; Commissions</td>
<td></td>
<td>Alimony Payments (Annual) $</td>
</tr>
<tr>
<td>Dividends and Interest Income</td>
<td></td>
<td>Child Support $</td>
</tr>
<tr>
<td>Real Estate Income (Net)</td>
<td></td>
<td>Are you defendant in any legal action?</td>
</tr>
<tr>
<td>Other Income - itemize</td>
<td></td>
<td>Are there any unsatisfied judgments?</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>Have you ever taken bankruptcy? Explain:</td>
</tr>
</tbody>
</table>

**GENERAL INFORMATION**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Co-Applicant</th>
<th>PROJECTED EXPENSES / MONTHLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Bank Accounts at</td>
<td></td>
<td>Maintenance</td>
</tr>
<tr>
<td>Savings &amp; Loans Accounts at</td>
<td></td>
<td>Apartment Financing</td>
</tr>
<tr>
<td>Purpose of Loan</td>
<td></td>
<td>Other Mortgages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bank Loans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Auto Loan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
</tbody>
</table>
## SCHEDULE OF BONDS AND STOCKS

<table>
<thead>
<tr>
<th>Amount of Shares</th>
<th>Description (Extended Valuation in Column)</th>
<th>Marketable Value</th>
<th>Non-Marketable Value</th>
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<tbody>
<tr>
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</table>

## SCHEDULE OF REAL ESTATE

<table>
<thead>
<tr>
<th>Description and Location</th>
<th>Cost</th>
<th>Actual Value</th>
<th>Mortgage Amount</th>
<th>Maturity Date</th>
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<tbody>
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</table>

## SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

<table>
<thead>
<tr>
<th>To Whom Payable</th>
<th>Date</th>
<th>Amount</th>
<th>Due</th>
<th>Interest</th>
<th>Pledged as Security</th>
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</thead>
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<tr>
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</table>

The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

Date_________________________ 19__  Signature______________________________
Date_________________________ 19__  Signature______________________________
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: ____________________
41 FIFTH OWNERS CORP.

HOUSE RULES

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

2. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.

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

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

5. No lessee shall make or permit any disturbing noises in the building or do or permit anything to be done there in which will interfere with the rights, comfort or convenience of other lessees. No lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such lessee's apartment between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays, not (including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

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

7. No awnings, window air conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the lessor or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

8. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the lessor or the Managing Agent.
9. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

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

11. Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.

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

13. Garbage and refuse from the apartments shall be disposed of only at times and in such manner as the Superintendent or the Managing Agent of the building may direct.

14. Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the lessee in whose apartment it shall have been caused.

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

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

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

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

19. The lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the lessor or the Managing Agent.
20. The lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

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

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

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

24. The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the lessor, and there shall be no interference whatsoever with the same by lessees or members of their families or their guests, employees or subtenants.

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

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

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

28. No lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three (3) inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.
29. The agents of the lessor, or any contractor or workman authorized by the lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pest. If the lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the lessee as additional rent.

30. All moves into or out of an apartment must be done Monday thru Friday, from 8:00 a.m. to 5:00 p.m. The Management and the Superintendent must be notified in advance in order to make the service car available. All moving must be done through the service entrance.

31. All deliveries, other than hand carried parcels, must go through the service entrance. The service entrance is opened Monday thru Friday from 8:00 a.m. to 5:00 p.m. Advance notice to the Superintendent is required.

32. All structural alterations or renovations (i.e. walls, plumbing, electrical) must first receive approval from the Board of Directors and the Managing Agent. Before any work is contemplated, the Management office must be contacted, an agreement form listing the required documents and permits will be sent promptly to the shareholder.

33. All cosmetic alterations (i.e. painting, wallpapering, flooring) may be performed by outside workers, however, the Superintendent should be notified in advance so access to the service car will be available.

34. Any questions or problems can be addressed by calling the Management Office: (212) 684-8232. In the event of an emergency, this number may be called 24 hours a day.

35. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the lessor.
41 FIFTH AVENUE
ADDITIONAL HOUSE RULES

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All cosmetic alterations (i.e. painting, wallpapering, flooring) may be performed by outside workers, however, the superintendent should be notified in advance so access to the service car will be available.

Any questions or problems can be addressed by calling the management office: (212) 684-8282. In the event of an emergency, this number may be called 24 hours a day.
SHAREHOLDER COMMON ROOF DECK RULES

THE ROOF COMMITTEE HAS FORMULATED RULES AND REGULATIONS FOR OUR NEW COMMON AREA ROOF DECK. WE HAVE NOT RESTRICTED THE HOURS OF OPERATION, BUT WILL DO SO IF PROBLEMS ARISE. PLEASE REMEMBER THIS SPACE IS INTENDED FOR TRANQUIL USES SUCH AS READING, SUNNING AND DINING, ETC. AND REMEMBER THAT THERE ARE 2 PENTHOUSE SHAREHOLDERS WITH PRIVATE USE OF THEIR ROOF SPACES, SO PLEASE BE A GOOD NEIGHBOR.

THE FOLLOWING IS A TENTATIVE LIST, SUBJECT TO AMENDMENTS. THE BOARD WELCOMES ANY SUGGESTIONS OR COMMENTS.

1. THE BUILDING IS NOT RESPONSIBLE FOR PERSONAL PROPERTY.

2. EXCESSIVE NOISE IS NOT PERMITTED. MUSIC AND ALL AUDIO SOUNDS WITHOUT EARPHONES SHOULD BE KEPT AT A LEVEL WHICH WILL NOT DISTURB YOUR NEIGHBORS.

3. CHILDREN UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY A PARENT. PARENTS WILL BE HELD FULLY RESPONSIBLE FOR THE BEHAVIOR OF THEIR CHILDREN.

4. BOTTLES, GLASS AND OTHER BREAKABLES ARE NOT PERMITTED ON THE PARAPET (PERIMETER) WALL.

5. BARBECUE GRILLS AND OTHER COOKING APPLIANCES ARE NOT PERMITTED.

6. ROLLER SKATING, ROLLER BLADING AND WHEELED CYCLES ARE NOT ALLOWED.

7. GUESTS MUST BE ACCOMPANIED BY A SHAREHOLDER OF THE BUILDING AT ALL TIMES.

8. PETS ARE NOT ALLOWED.

9. FURNITURE SHOULD BE RESTORED TO ITS ORIGINAL PLACE AFTER USE AND ALL CUSHIONS SHOULD BE STORED IN THE BULKHEAD ADJACENT TO THE EXIT DOOR.

10. PLEASE CLEAN UP AFTER YOURSELF TO RESTORE THE ROOF TO THE CONDITION YOU FOUND IT IN OR, BETTER STILL, TO THE CONDITION YOU WOULD LIKE TO FIND IT IN. ALL DEBRIS MUST BE REMOVED FROM THE ROOF DECK.

11. FEEL FREE TO WATER PLANT MATERIALS IF NEEDED.

12. SHAREHOLDERS WILL BE HELD RESPONSIBLE FOR THE COST OF ANY DAMAGES AND VIOLATORS OF THESE RULES WILL BE SUBJECT TO FINES.
SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:

Parties to this Sublease:
Overtenant: 
Address for notices: 
You, the Undertenant: 
Address for notices: 

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

Information from Over Lease:
Landlord: 
Address for notices: 
Overtenant: 
Address for notices: 
Date of Over-Lease: 

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

Term:

Premises rented: 

Use of premises: 

Rent:

Security:

5. The security for the Undertenant's performance is $ 
Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph

Agreement to lease and pay rent:

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

Notices:

7. All notices in the Sublease shall be sent by certified mail, “return receipt requested”.

Subject to:

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

Overtenant’s duties:

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

Consent:

10. If the Landlord’s consent to the Sublease is required, this consent must be received within days from the date of this Sublease. If the Landlord’s consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.

Adapting the Over-Lease and exceptions:

11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Undertenant are binding on you, the Undertenant, except those:
   a) These numbered paragraphs of the Over-Lease shall not apply:
   b) These numbered paragraphs of the Over-Lease are changed as follows.
No authority:
12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lessee. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

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

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

Signatures:

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty: [Date]

Guarantor and address: [Address]

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

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

   In addition, I agree to these other terms:

   Changes in Sublease have no effect:
3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to those changes.

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

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

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

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

Signatures:

WITNESS: [Signature]

GUARANTOR: [Signature]
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Date</th>
<th>Lessor</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessee</td>
<td>Date</td>
<td>Lessee</td>
<td>Date</td>
</tr>
<tr>
<td>Agent</td>
<td>Date</td>
<td>Agent</td>
<td>Date</td>
</tr>
</tbody>
</table>
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></td>
</tr>
<tr>
<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>
<td></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></td>
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<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>
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</tr>
<tr>
<td>• <strong>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</strong></td>
<td></td>
</tr>
<tr>
<td>• Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</td>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<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>
<td></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.

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

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Please check all that apply.

______ A child age 6 years or younger (under 7) lives in my apartment.

______ A child age 10 years or younger (under 11) lives in my apartment and:

______ Window guards are installed in all windows as required.

______ Window guards need installation or repair.

______ Window guards are NOT installed in all windows as required.

_____ No child age 10 years or younger (under 11) lives in my apartment:

______ I want window guards installed anyway.

______ I have window guards, but they need repair.

---

**Signature**

**Telephone Number**

**Date**

Deadline for return: February 15, 2009

PLEASE RETURN THIS FORM TO:

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

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

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PRINT ADDRESS:

__________________________________________

__________________________________________