MAXWELL-KATES, INC.

878 Residents Corp Cooperative Sublease Application
878 West End Avenue
New York, N.Y. 10025

PLEASE COMPLETE THE SUBLEASE REQUIREMENTS AND SUBMIT ONE (1) ORIGINAL SET TO MAXWELL-KATES, INC AT 9 East 38th Street New York, N.Y. 10016 6th floor att: Transfer Department (The Board of Directors and/or its managing agent reserves the right to request any additional information at anytime during the review and interview process).

SHAREHOLDERS MAY SUBLET THEIR APARTMENT FOR A MAXIMUM OF THREE (3) YEARS DURING EACH SEVEN (7) YEAR PERIOD AND MAY BE ALLOWED ONLY BY THE APPROVAL OF THE BOARD. NO MORE THAN 20% OF THE APARTMENTS MAY BE SUBLET AT ANY ONE TIME.

REQUIREMENTS:

1. Sublease Application filled out in its entirety (form attached) Sublet Agreement executed by all parties
2. Lead Paint Disclosure Form executed by Shareholder, Subtenant and Agent
3. Three (3) Personal Letters of Reference for each applicant
4. Letter of reference from current Landlord or Managing Agent
5. Employer letter stating salary, position and length of employment from each applicant

THE FOLLOWING FEES MUST BE SUBMITTED WITH SUBLEASE PACKAGE:

SUBTENANT’S FEES:

1) Processing fee - A check made payable to Maxwell-Kates, Inc. for $425.00 (non-refundable)
   must be submitted with the Board Package.
2) Credit check fee - A check in the amount of $165.00 (non-refundable) per individual payable to Maxwell-Kates, Inc. to be submitted with the Board package.
3) Board Packages reproduction and distribution fee of $150.00 made payable to Maxwell-Kates, Inc (non-refundable)

SHAREHOLDER FEE:

1) Sublease Fee of 25% of the annual maintenance.

IMPORTANT NOTE:

Moves are allowed on Monday, Tuesday and Thursday between 9AM and 4PM. Moves are also allowed Wednesday and Friday between 9AM and 4PM. However, there will be an additional charge of $27.00 per hour as the porter needs to work on his day off to assist. Additional costs will include a $500.00 refundable security deposit from both the seller and purchaser. Also all moves will require a $220.00 check or money order payable to "Epic Security Corp." Finally, the moving company must submit a Certificate of Insurance.
APPLICANTS’ RELEASE

Re: 878 Residents Corp

Apt. #: ______

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

___________________________________________
Applicant Signature

___________________________________________
Applicant Signature

___________________________________________
Date
SHAREHOLDER(S) INFORMATION

Date ___________________ 20__

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. ___________________
TENANT(S) GENERAL INFORMATION

PERSONAL INFORMATION

Applicant Full Name: ________________________________

Date of Birth: ______________ Social Security #: ________________

Citizenship: ________________________________

Co-Applicant Name: ________________________________

Date of Birth: ______________ Social Security #: ________________

Citizenship: ________________________________

Educational and Professional Background:

Applicant: ________________________________

Co-Applicant: ________________________________

RESIDENCY HISTORY:

PRESENT ADDRESS: ________________________________ Amount of Mo. Rent $ ________________

Present Phone #: ________________________________

Length of Time at Present Address: ________________________________

Present Landlord or Mortgage Holder: ________________________________

Reason for Moving: ________________________________

PREVIOUS ADDRESS: ________________________________

Length of Time at Previous Address: ________________________________

Previous Landlord or Mortgage Holder: ________________________________

Amount of 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__________
## ANNUAL INCOME STATEMENT

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<thead>
<tr>
<th>Income</th>
<th>Applicant Annual</th>
<th>Co-Applicant</th>
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<td>Salaries</td>
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<td><strong>TOTAL INCOME</strong></td>
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## ANNUAL HOUSING EXPENSES

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<td>Other</td>
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<td>Housing/Income Ratio:</td>
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HOUSE RULES

I (WE) ACKNOWLEDGE HEREBY MY UNDERSTANDING OF THE HOUSE RULES
AND ALL TERMS OF THE PROPRIETARY LEASE STATED
HEREIN. I (WE) RECOGNIZE THAT BY ACTING TO THE CONTRARY ON ANY
TERMS OF THE PROPRIETARY LEASE AND THE HOUSE RULES
I(WE) SHALL BE IN VIOLATION OF TERMS AND CONDITIONS OF
THE PROPRIETARY LEASE AND ITS SUPPLEMENTS. I (WE) ALSO STATE
THAT I (WE) HAVE READ THE HOUSE RULES OF THE APARTMENT CORPORATION
AND GIVE MY (OUR) ASSURANCE THAT ALL
MEMBERS OF MY HOUSEHOLD AND GUESTS WILL CONFORM TO THEM.

__________________________
APPLICANT SIGNATURE

__________________________
APPLICANT SIGNATURE

__________________________
Date
DEPARTMENT OF HEALTH
THE CITY OF NEW YORK
NOTICE TO TENANT OR OCCUPANT

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment,
OR
if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

[ ] CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

[ ] WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

[ ] NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT.

[ ] WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

[ ] I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

[ ] WINDOW GUARDS NEED MAINTENANCE OR REPAIR

[ ] WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant’s Name: ________________________________________________________________
(Print) (Address/Apt. No.)

Tenant’s Name: ________________________________________________________________
(Signature) (Date)

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

For Further Information Call: Windows Falls Prevention (212) 788-4269/4270

*Except windows giving access to fire escapes or a window on the first floor that is required means of egress from the dwelling unit.
AUTHORIZATION
PLEASE READ CAREFULLY BEFORE SIGNING

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

APPLICANT(S) NAME: 1. ______________________ 2. ______________________
APPLICANT(S) SIGNATURE: 1. ______________________ 2. ______________________
ADDRESS: 1. ______________________ 2. ______________________
SOCIAL SECURITY #: 1. ______________________ 2. ______________________
DATE OF BIRTH: 1. ______________________ 2. ______________________

NOTICE UNDER NYACS 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
FIRE EXIT DOOR ACKNOWLEDGEMENT

In addition to all other applicable requirements, a shareholder wishing to transfer or sublease his or her apartment must, PRIOR to transferring or subletting, demonstrate to the Corporation's satisfaction that the apartment's emergency fire exit door is full operable in accordance with all applicable codes. Please contact management with any questions regarding compliance.

Acknowledged and Agreed by:

Shareholder signature

Tenant signature

Apartment #

Date:
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 lessee (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.

Lessees 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.

Lessor: ___________________________ Date: ____________

Lessees: ___________________________ Date: ____________

Agent: ___________________________ Date: ____________
878 Resident’s Corp.
HOUSE RULES

These are the House Rules, which form part of the Proprietary Lease. Shareholders, tenants, and sublessees are bound by these rules and are used interchangeably in this document. Failure to follow them constitutes a violation of the Proprietary Lease. In the House Rules, “878 Residents Corporation” and “the Corporation” are used interchangeably and refer to the 878 Residents Corporation as represented by the Board of Directors (“the Board”). If you want to request approval for an activity listed in the House Rules or are unsure of the interpretation or coverage of the rules, please submit your request to the Board of Directors via the managing agent.

NOTE – These rules may be amended or added to or repealed at any time by resolution of the Board of Directors.
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Administrative Fees

If a Shareholder is in violation of one or more of the House Rules, the Corporation has the right to charge an administrative fee relative to the violation. Some of these fees are indicated throughout this document while others will be defined by the Board depending on the incident. The Board reserves the right to amend these fees or add to them as the Board sees fit.

Shareholders who violate the House Rules and are delinquent in paying the resulting fees are subject to additional late fees and limitations on apartment transfer.

Access

In the event of an emergency, it is imperative that the Superintendent has access to all apartments. Therefore, every Shareholder must provide the Superintendent with keys to his/her apartment to be used in the event of an emergency. Failure to do so may subject the Shareholder to additional liability due to damage incurred while gaining access to the apartment and the results of any delay in gaining such access. A $100 administrative fee is to be assessed for every month that the Superintendent lacks keys to a Shareholder’s apartment.

If the Superintendent is asked to open apartment doors for locked out Shareholders between the hours of 5 p.m. to 8 a.m. a $30 fee will be assessed. This fee will be added to the Shareholders monthly statement.

No other person shall be admitted to a unit during the Shareholder’s absence except with prior written permission of the Shareholder to the Superintendent. The Superintendent will open doors, but will not release emergency keys to anyone.

Damage

The Corporation will assume no responsibility for damage resulting because of a lack of proper maintenance and care on the part of a Shareholder and/or the sublet lessee. The responsible party is required to bear the full financial burden of all resulting damage.

If water damage or other damage occurs that is the responsibility of the Corporation, the Corporation will repair the damage to the walls and ceiling up to and including plastering and priming in the damaged area. Wallpaper, paint, tiles, improvements and other personal property are not the responsibility of the Corporation.

Windows and window maintenance are the responsibility of the Shareholder, however replacement is subject to Corporation approval.
Insurance

All Shareholders must carry a homeowner’s policy providing for adequate personal, fire, property damage and liability insurance to cover themselves, their property, and damage to another Shareholder’s apartment. Shareholders must provide a current insurance certificate upon request and Management and the Board may audit compliance at their discretion.

Note that the Corporation carries fire insurance, which insures the structure and all public areas, and liability insurance to protect it against claims resulting from accidents for which the Corporation might be liable.

Public Areas (including all hallways, elevator landings, vestibules, basement, back yard)

The public areas of the building shall not be obstructed or used for any purpose other than egress to/from the apartments in the building. NO articles, bicycles, carriages, cartons, or other personal items are allowed in the public halls or stairways (excepting where specifically designated... i.e. bicycle racks). Such obstructions are illegal and should any fire safety fines be levied against the building as a result, the fine will be the full responsibility of the offending resident, who will also be subject to a $50 administrative fee.

Roof

Except for the authorized employees or agents of the Corporation, no one shall be permitted on the roof unless specifically authorized and for a proper business purpose by the Board or Managing Agent.

Windowsills

It is a violation of city law to place objects on exterior windowsills. If such objects are not removed, the Shareholder will be subject to an administrative fee of $25. Window air-conditioning units are allowed, subject to proper installation.

Smoking

Smoking is prohibited in all of the building’s public spaces (e.g. hallways, stairways, elevator, basement, lobby). This is not just a house rule, but also a state and city law, and both the violator and the building are subject to civil fines if the law is violated.
Deliveries

The Superintendent must be informed of large-item deliveries (i.e. furniture, appliances, etc.) that require his attention a few days prior to the actual delivery date. Large-item deliveries are NOT to be brought through the lobby and are NOT to be transported on the passenger elevator. The delivery agent is required to provide proof of insurance to the Corporation. If the common areas of the building, including but not limited to the lobby and passenger elevator, sustain any damage during an unauthorized large-item delivery, the Shareholder/resident who arranged for the delivery will be held accountable. All such deliveries should be made Monday through Saturday, excluding holidays, from 8:30 a.m. to 4:30 p.m. by pre-arranged appointment with the building’s Superintendent, using the service entrance and the service elevator operated by building staff.

These rules do not apply to deliveries of small packages (USPS, UPS, FedEx, etc.) Given the normal duties of the Staff, they are generally not available for accepting packages.

Visitors

The primary purpose of the intercom system is to insure the safety and security of residents in the Cooperative. Entry must not be permitted to anyone who cannot identify him or herself to the satisfaction of a resident.

Moving

Moves are permitted Monday through Friday from 8:30am to 4:30pm. Moves must be arranged first with the Superintendent (and notice to the Managing Agent) at least a week in advance.

Only the freight elevator and rear entrance are to be used for moves. For oversize items that will not fit in the freight elevator, the Superintendent has the discretion to allow use of either the stairs or the passenger elevator, assuming the proper protection is utilized.

The Resident must place a refundable $750.00 deposit with the Managing Agent prior to the move. This deposit is for both damage and potential staff overtime.

The Superintendent needs to be present at the beginning and end of the move to inspect for damage to the building and common areas. Moves are strongly encouraged to be finalized by 4:30pm. If the move continues past 4:30pm, Superintendent and Porter will be paid normal overtime rates by the Resident. This payment will be deducted from the deposit.

If the move occurs on the Porter’s scheduled days off (currently Wednesday and Friday), a request must be made to the Porter to come in on his day off. The Resident must pay
the Porter a full eight hour day prior to the move to compensate him for accommodating the move. This is calculated based on his regularly hourly wage and will be paid directly to the Porter before the move can begin.

Resident must maintain proper security on the back gate at all times. This can be accomplished by either (A) hiring a security guard from Epic Security or (B) having one person standing by the rear gate at all times (not including a professional mover). If the rear gate is not secured at all times, a fine will be assessed and deducted from deposit.

Movers must have a proper license and insurance. The paperwork must be delivered to the Superintendent and copied to Managing Agent at least two days prior to the move. This is to protect the Cooperative, the Resident and the Staff.

**Noise / Carpet Coverage**

A minimum of 80% of the floors of each apartment (except for kitchens, bathrooms and closets) must be covered with rugs or carpeting (with padding, if necessary) in order to prevent excess noise from disturbing other residents.

**Alterations (Renovations)**

Alterations are subject to Board approval. In addition, depending on the scope of the proposed alteration, architectural plans may need to be reviewed and approved by a licensed engineer/architect, designated by the Building, the cost of which will be borne by the Shareholder. While work is ongoing, the Superintendent, an architect, engineer or other representative of the Building may inspect the work in progress from time to time in order to ensure compliance with the approved plans. After work is completed, the work will be inspected similarly to ensure compliance. The reasonable expenses of any such inspection will be borne by the Shareholder.

All Shareholders must complete an Alteration Agreement, receive written approval from the Managing Agent and submit a deposit prior to starting any work. A full packet for renovation is available from the Managing Agent. Approvals usually take two to four weeks.

Work is permitted Monday through Friday, excluding holidays, from 9:00 a.m. to 4:00 p.m. only. Work is not permitted on holidays or weekends.

All contractors/workers are to use the service entrance and freight elevator when bringing in or removing equipment, materials, and debris. The freight elevator is not in service between 12:00 P.M. and 1:00 P.M.

Debris may not be left in the building or its back yard. Its removal is the responsibility of the contractors, and failure to do so will result in a penalty payable by the Shareholder.
Shareholders are required to notify their neighbors when a construction project is about to begin. Whenever possible, they should also alert neighbors once again if a particularly noisy or disturbing procedure is to take place.

Any violation of the aforementioned alteration/renovation policies will result in one warning from the Superintendent to correct the matter, after which Management is authorized to impose a $150 administrative fee for the first offence, with possibility of additional fees for further offenses.

**Storage Lockers**

Storage lockers are the property of the Corporation, and are licensed for use by the Shareholders, per the storage locker license agreement signed by the Corporation and individual Shareholders. In exchange for valuable consideration agreed to in the license agreement, the Shareholder may continue to use the storage locker assigned to him/her, so long as the proprietary lease for his/her apartment is assigned to him/her.

Storage lockers may be used for any lawful purpose. Illegal and/or dangerous substances may not be stored, nor may the storage space be used for any unlawful purpose. Violation will result in forfeit of the locker license, without reimbursement.

A Shareholder may transfer his/her locker license to another 878 Shareholder for any fee, to be negotiated by the parties. A license may not be transferred to a non-Shareholder. The license may also be transferred during sale of a Shareholder’s proprietary lease to the new owner. If the contract of sale is silent, the Board will construe the contract to include the locker in the contract of sale. To avoid future disputes, Shareholders are urged to spell out terms of a locker license transfer (or lack thereof) in the contract of sale.

In order to complete a locker license transfer, the new licensee must agree to all terms of the license agreement, per the original license agreement signed by the previous licensee. Prior to any license transfer, the parties must contact the Managing Agent to register the transfer and agree to the license terms.

In the event that additional storage lockers are to be constructed, or if the Corporation repossesses an existing locker license, an available license will be issued to Shareholders by a policy determined by the Board. The locker price will be determined by the Board.

**Subtenants**

Subleasing of the apartment is permitted with Board approval for a maximum of 3 years within a 7-year period from the day of the first sublet, provided such approval will not result in more than 20% of the apartments in the Corporation being subject to sublet at
any one time. Prospective subtenants may not move into the Cooperative until their applications are reviewed and approved by the Board.

Subtenants, as a condition of approval, must agree in writing to be governed by the By-Laws of the Corporation and the house rules as set down in this document and in the Proprietary Lease and by resolutions of the Board. Shareholders who sublet their apartments must pay a sublet fee to the Corporation. The fee is 25% of the maintenance.

Window Guards

New York City law requires window guards on each window in an apartment where children under the age of ten reside. They are also available, at the Corporation’s expense, to any other Shareholder upon request. The Superintendent will arrange for window guard installation. The Managing Agent is required to canvass the residents annually and the Corporation has the right to periodically review the eligibility of occupants and to physically inspect to assure that the occupant is in compliance with the law and that the window guards are properly installed.

Refinancing

Shareholders must contact the Closing Department at the Managing Agent for instructions for refinancing. Board approval is required.

Pets

Pets must be kept inside Residents’ apartments at all times except when entering or leaving the building. All pets are to be kept leashed, enclosed or carried in the public areas of the building or on the sidewalk adjacent to the building. No pets may be kept on the premises if such pet poses a nuisance or hazard in the opinion of the Board or interferes with the use and enjoyment of the building by the other residents.

Each resident who keeps an animal in the building shall indemnify the Corporation and its Board of Directors and hold said parties harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the building. Notwithstanding the foregoing, the Board of Directors shall have the right to limit the number of animals kept by a resident, but in no event shall any resident keep, whether on a permanent, temporary or guest basis, more than three reptiles, birds, cats, or dogs, or any combination thereof at any one time. The Board of Directors also reserves the right to prohibit any animal that the Board of Directors determines to be interfering with the use and enjoyment of the building by other residents. Such interference includes, but is not limited to aggressive behavior, noise or odor.
Smoke Detectors

New York City fire code requires every apartment to have working smoke and carbon monoxide detectors. Purchase and installation of the detectors are the Shareholder’s responsibility. Contact the Superintendent for assistance. It is recommended that such detectors be tested every three months and batteries replaced twice a year.

Elevator Doors

Elevator doors must not be held open.

Open Houses

Due to security risks and inconveniences to Shareholders in terms of access to the building:

The Managing Agent will coordinate the schedule for all Open Houses, and no Open House is permitted without management approval. Shareholders wishing to hold an Open House are to contact the Managing Agent and Superintendent.

Open Houses are permitted every day, excluding holidays, from 10:00 a.m. to 5:00 p.m.

It is the Shareholder’s responsibility to arrange with his/her broker to have personnel present in the lobby watching the front door during the scheduled hours of the Open House.

All visitors are to be escorted in and out of the building. Visitors are not permitted to roam the building unaccompanied.

No signs in, on or around the building are to be posted.

Closings

Shareholders must contact the Closing Department at the Managing Agent before closings can take place.

Signs and Appendages, Attachments, etc.

No radio, television or other type of antenna or dish shall be attached to or hung from the exterior of the building without the prior written approval of the Managing Agent. No signs, advertisements or notices shall be placed in windows.
Recycling

Recycling is the law in New York City. Garbage and refuse disposal must be in accordance with the recycling rules and guidelines set forth by the Sanitation Department of the City of New York.

All residents are required to abide by New York Trash Removal and Recycling Rules and Regulations (which can be found on the Sanitation Department website or by calling 311). Specially marked recycling containers can be found on each floor with instructions posted above each bin. All residents are expected to comply with the Recycling house rules.

Superintendent Requests

Written requests for minor repairs (e.g. unclogging drains) should be deposited in the Superintendent’s box in Stairway A. These repairs are performed at no cost to the Shareholder and are done during the Superintendent’s official work hours. Shareholders will be billed for parts required for such repairs.

Private requests for minor jobs outside the scope of minor repairs as set forth above only may be arranged between the Shareholder and the Superintendent outside of regular working hours. Management must be informed of this work being performed.

Suggestions and complaints regarding maintenance of the building shall be made in writing to the managing agent of the Corporation.

Staff charges for overtime for special callouts may be passed along to shareholders if the issue is related to a Shareholder responsibility. Issues that fall under Corporation responsibility will not be charged back.

Appliances

The shareholder shall install major appliances (such as stoves, refrigerators, dishwashers and air conditions) in accordance with all applicable provisions of the lease and of the laws of the City of New York, including the Corporation’s consent if and when required, and shall notify the Superintendent in advance of such installations. All work, such as plumbing and electrical work, shall be required to be done by a person licensed to perform the work.

Washing machines, dishwashers and any other appliances which may leak water must be installed in such a way as to mitigate any damage that a leak may cause. Such methods include stop valves and lead pans. The Corporation has the right to limit the number of such appliances installed in each building line based on plumbing capacity.
The Corporation has the right to conduct audits of the shareholder’s appliances. At its discretion, the Board of Directors may levy a charge with respect to appliances, and may levy that charge retroactively on appliances later discovered to have been installed without the Shareholder giving the required notification or without the Corporation’s consent if and when such consent is required.

**Air Conditioners**

Window mounted air conditioners must be installed by a qualified vendor in compliance with the rules and regulations of the City of New York. The Department of Buildings requires periodic inspection of all residential buildings in New York, and the proper installation of air conditioners is subject to inspection at that time. Residents must allow a qualified vendor to inspect the air conditioners in their apartment and are responsible for the associated fees.

**Garbage Disposals**

Installation of garbage disposals is not permitted.

**Vermin, Pests and Parasites**

The Superintendent, and any contractor or employee authorized by the Corporation, 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 pests. The Corporation will generally be responsible for both the measures to control or exterminate, such vermin and the cost thereof. The Corporation reserves the right to pass these costs along to Shareholders depending on circumstances (including, but not limited to shareholder cooperation and apartment conditions).

**Christmas trees**

Christmas trees are not to be taken out of the building using the passenger elevator. After the holidays the Board will post a schedule of times during which the Superintendent and Porter will be available to transport Christmas trees using the freight elevator.
**SUBLEASE AGREEMENT**

The parties agree as follows:

<table>
<thead>
<tr>
<th>Date of this Sublease:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtenant:</td>
<td></td>
</tr>
<tr>
<td>Address for notices:</td>
<td></td>
</tr>
<tr>
<td>You, the Undertenant:</td>
<td></td>
</tr>
<tr>
<td>Address for notices:</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Information from Landlord:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Over-Lease:</td>
<td></td>
</tr>
<tr>
<td>Address for notices:</td>
<td></td>
</tr>
<tr>
<td>Overtenant:</td>
<td></td>
</tr>
<tr>
<td>Address for notices:</td>
<td></td>
</tr>
<tr>
<td>Date of Over-Lease:</td>
<td></td>
</tr>
<tr>
<td>Term: from: to:</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Term:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ending:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Premises rented:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Use of premises:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>3. The premises may be used for</td>
<td>only,</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rent:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>4. The yearly rent is $</td>
<td></td>
</tr>
</tbody>
</table>

Payment shall be made in advance on the first day of each month during the Term.

<table>
<thead>
<tr>
<th>Security:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5. The security for the Undertenant’s performance is</td>
<td></td>
</tr>
</tbody>
</table>

Overtenant states that Overtenant has received it. Overtenant agrees to hold the security in accordance with Paragraph of the Over-Lease.

<table>
<thead>
<tr>
<th>Agreement to lease and pay rent:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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. Yes, the Undertenant, agree to do everything required of you in the Sublease.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Notices:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7. All notices in the Sublease shall be sent by certified mail, “return receipt requested”.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject to:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. Yes, the Undertenant, state that you have read and initial the Over-Lease and will not violate it in any way.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Overtenant’s duties:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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. |

<table>
<thead>
<tr>
<th>Consent:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adopting the Over-Lease and exceptions:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Undertenant are binding on you, the Undertenant, except these:</td>
<td></td>
</tr>
</tbody>
</table>

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 contract or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors:

13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assignee, 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.

OVERTENANT:

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Witness:

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GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

Guarantor and address:

Reason for Guaranty:

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

Guaranty:

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

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 these 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.

Guarantor:

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WITNESS:

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