GUIDELINES
The primary purpose of 140 East 28th Owners Corp. is to provide residence for the shareholders by reason of their shares ownership in the corporation. It is not for the purpose of commercial use or to provide investment income through the subleasing of apartments. Consequently, subleasing will only be permitted for temporary periods and under circumstances where it is temporarily impractical for the shareholders to sell the apartment at the time. **No subleasing will be permitted unless the shareholder has resided in the apartment for at least two (2) years.**

The above rule relating to the sole use of the apartment for residential purposes does not apply to the Lessees of the street entrance medical use apartments.

APPROVED TERMS OF SUBLleasing
The Board of Directors will only approve an initial subleasing term of **one (1) year**, followed by up to a total of five (5) years. The shareholder will be billed an increased sublease fee monthly 20% of maintenance for first 3 years and 25% for the 4th and 5th year a shareholder sublets their apartment.
No sub-subletting is allowed.

APARTMENT OCCUPANCY
Maximum allowable occupancy within individual apartments is as follows:

- **STUDIO**: 2 PEOPLE
- **1 BEDROOM**: 3 PEOPLE
- **2 BEDROOM**: 4 PEOPLE
APPLICATION REQUIREMENTS

The Shareholder and prospective tenant must submit one (1) original of the following documents:

Please forward the application package and fees to the following address:

Closing Dept., Maxwell-Kates, Inc.
9 East 38th Street, 6th Floor
New York, N. Y. 10016

1. If apartment is currently financed, a letter of consent from shareholder’s lender approving the sublease is to be obtained and submitted with package.
2. Sublease Application acknowledgment.
4. Sublessor’s Consent to Jurisdiction and Venue.
5. Letter from Sublessor explaining reason for sublease at this time.
6. A Copy of the fully executed Sublease Agreement. Exhibit A must be signed and attached.
8. Individual statement of financial condition with inclusion of supporting documents (i. e. bank statements, brokerage statements, etc.).
10. Two (2) Social Reference letters.
12. Copy of last pay-stubs.
13. Copy of Income Tax Returns for the last two (2) years in its entirety.
15. Lead Paint Acknowledgment form-to be executed by the proposed occupants(s).
16. Mail Box Key Acknowledgment-to be executed by the proposed occupant(s).
17. Fire Safety Acknowledgment form-to be executed by the shareholder(s) & sub-tenant(s).
18. Credit and Criminal check authorization form to be executed by Occupants.
19. CREDIT AND CRIMINAL REPORT FEE in the amount of $200.00 per applicant made payable to Maxwell-Kates, Inc.
20. PROCESSING FEE in the amount of $500.00 made payable to Maxwell-Kates, Inc.
21. SUBLET FEE in the amount equal to 20% of the annual maintenance, payable to 140 East 28th Owners Corp. must be submitted with application. The 4th and 5th year a shareholder sublets their apartment the sublet fee will be 25% of the annual maintenance.
NOTE: Shareholder is responsible for providing the subtenant with a mailbox key. If the apartment corporation has to supply a new lock and key, there will be a non-refundable fee of $25.00 charged to the shareholder’s maintenance accounts. Also, The Lead Paint disclosure requirements enclosed in this application must be met.

The transfer agent will review the application package upon receipt. If all copies of the application are complete, they will forwarded to all members of the Admission Committee for their review. If deemed satisfactory, the Committee will schedule an interview with the prospective tenant(s). Approval of the sublease will be made by either the Board of Directors of the Admission Committee. The Sub-lessee may not occupy apartment until such approval is granted. No sublease will be approved where lessor is delinquent in the payment of any maintenance charges, assessments, late fees or other obligations to the corporation.

Sublet fees are payable upon approval by the lessor/shareholder. The current sublet fee is equal to 20% of the annual maintenance. The same fee applies to the approval of renewed leases. Sublet fees may not be applied to holder of "Unsold Shares".

**The Board’s policy limits all sublets to a maximum of five (5) years. (Each year is subject to the Board’s Approval.)**

The above rules apply to owners of Unsold Shares only to the extent permitted by their proprietary lease.
APPLICATION FOR SUBLEASE OF COOPERATIVE APARTMENT

Name of Applicant:

Home Address:

Home Telephone Number:

Employer:

Business Address:

Business Telephone Number:

Nature of Business:

Position Title:

Names and ages of all persons who will occupy apartment:

Address of any additional residence(s) owned or leased:

Indicate any pets to be maintained in the apartment:

Do any of the intended occupants play a musical instrument?

If so, please indicate:

Please give any additional information which may be pertinent or helpful as an indication of the nature of the applicant's occupancy:


SUBLEASE AGREEMENT

The parties agree as follows:

<table>
<thead>
<tr>
<th>Date of this Sublease:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Parties to this Sublease:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Overtenant:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address for notices:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>You, the Undertenant:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address for notices:</th>
</tr>
</thead>
</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 Over-Lease:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Landlord:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address for notices:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Overtenant.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address for notices:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Over-Lease:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Term from:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Term to:</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Term:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>1 year(s):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>months:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Beginning:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Ending:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Premises rented:</th>
</tr>
</thead>
</table>

| 2 |

<table>
<thead>
<tr>
<th>Use of premises:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>The premises may be used for</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>only.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Rent:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>The yearly rent is S</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of S.</th>
</tr>
</thead>
</table>

| Payments shall be paid in advance on the first day of each month during the Term. |

<table>
<thead>
<tr>
<th>Security:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>The security for the Undertenant's performance is S.</th>
</tr>
</thead>
</table>

| Overtenant states that Overtenant has received it. |

| Overtenant shall hold the security in accordance with Paragraph of the Over-Lease. |

<table>
<thead>
<tr>
<th>Agreement to lease and pay rent:</th>
</tr>
</thead>
</table>

| 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. |

<table>
<thead>
<tr>
<th>Notices:</th>
</tr>
</thead>
</table>

| 7. |

| All notices in the Sublease shall be sent by certified mail, "return receipt requested". |

<table>
<thead>
<tr>
<th>Subject to:</th>
</tr>
</thead>
</table>

| 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. |

<table>
<thead>
<tr>
<th>Overtenant's duties:</th>
</tr>
</thead>
</table>

| 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 demand until the Landlord performs. |

<table>
<thead>
<tr>
<th>Consent:</th>
</tr>
</thead>
</table>

| 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. |

<table>
<thead>
<tr>
<th>Adopting the Over-Lease and exceptions:</th>
</tr>
</thead>
</table>

| 11. |

| The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except those |

| a) These numbered paragraphs of the Over-Lease shall not apply. |

| b) Those 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 Sublease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Undertenant.

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

Witness: ..........................________________________

GUARANTEE OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

Guarantor and address: ..........................________________________

Reason for Guaranty:

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

2. The following is my Guarantee:

   a. I guarantee the full performance of the Sublease by the Undertenant. This Guarantee is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

   b. In addition, I agree to these other terms:

   3. This Guarantee will not be affected by any change in the Sublease, whatever. This includes, but is not limited to, any extension of time or renewal. The Guarantee will be binding even if I am not a party to these changes.

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

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

   6. I give up my right to trial by jury in any claim related to the Sublease or this Guarantee.

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

Signatures: ..........................________________________

Witness: ..........................________________________

GUARANTOR: ..........................________________________
EXHIBIT A

A sublease must contain the following provisions:

1. Sublessee acknowledges that he/she has been given a copy of the House Rules and the Proprietary Lease of 140 East 28th Owners Corp. and agrees to abide by the terms of those rules and lease.

2. The Lessee/Shareholder agrees that notwithstanding this sublease, he/she will continue to be responsible for the payment of all maintenance charges, assessments or other obligations of a shareholder to the corporation.

3. Lessee/Shareholder agrees to hold harmless and indemnify the corporation for all losses, costs or damages suffered through the act or neglect of the sublessee, including damages or losses due to the failure of the sublessee to abide by the House Rules and Proprietary Lease. In the event the corporation is required to bring eviction or other legal action against the sublessee for the breach of the House Rules, the Lessee/Shareholder agrees to reimburse the Corporation for such costs and legal fees incurred.

4. The Sublessee agrees that upon being notified by the corporation that the Lessee/Shareholder has defaulted or is delinquent in the payment of maintenance charges, assessments or other shareholder obligations to the corporation, he/she will pay the rent due under this Lease directly to 140 East 28th Owners Corp. to be applied to the payment of such delinquent amounts.

______________________________
Sublessee's Signature

______________________________
Sublessee's Signature

______________________________
Sublessee's Signature

______________________________
Sublessee's Signature
AUTHORIZATION
PLEASE READ CAREFULLY BEFORE SIGNING

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

APPLICANT(S) NAME: 1 ________________________________________________

APPLICANT(S) SIGNATURE: 1 _________________________________________

ADDRESS: 1 _________________________________________________________

SOCIAL SECURITY #: 1 ________________________________________________

DATE OF BIRTH: 1 _________________________________________________

APPLICANT(S) NAME: 2 ________________________________________________

APPLICANT(S) SIGNATURE: 2 _________________________________________

ADDRESS: 2 _________________________________________________________

SOCIAL SECURITY #: 2 ________________________________________________

DATE OF BIRTH: 2 _________________________________________________

NOTICE UNDER 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 identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven
years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need — usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

<table>
<thead>
<tr>
<th>TYPE OF BUSINESS</th>
<th>CONTACT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumer reporting agencies, creditors and others not listed below</td>
<td>Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580  1-877-382-4357</td>
</tr>
<tr>
<td>National banks, federal branches/agencies of foreign banks (word “National” or initiates &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 “Federal” or initiates “F.S.B.” 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 “Federal Credit Union” appear in institution’s name)</td>
<td>National Credit Union Administration 1775 Duke Street Alexandria, VA 22314  703-519-4600</td>
</tr>
<tr>
<td>State-chartered banks that are not members of the Federal Reserve System</td>
<td>Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2838  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  202-366-1306</td>
</tr>
<tr>
<td>Activities subject to the Packers and Stockyards Act, 1921</td>
<td>Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250  202-720-7051</td>
</tr>
</tbody>
</table>
## Financial Statement

### Assets

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Equivalents</td>
<td>$10,000</td>
<td>Liquid investments</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>$5,000</td>
<td>Unpaid invoices from customers</td>
</tr>
<tr>
<td>Inventory</td>
<td>$3,000</td>
<td>Goods held for sale</td>
</tr>
<tr>
<td>Property, Plant, and Equipment</td>
<td>$7,500</td>
<td>Buildings, equipment, and fixtures</td>
</tr>
<tr>
<td>Investments</td>
<td>$2,000</td>
<td>Securities held for investment</td>
</tr>
</tbody>
</table>

### Liabilities

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>$2,000</td>
<td>Obligations to suppliers</td>
</tr>
<tr>
<td>Notes Payable</td>
<td>$1,500</td>
<td>Long-term debt obligations</td>
</tr>
<tr>
<td>Long-Term Debt</td>
<td>$3,500</td>
<td>Loans with maturities over one year</td>
</tr>
</tbody>
</table>

### Equity

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Stock</td>
<td>$10,000</td>
<td>Shares issued to owners</td>
</tr>
<tr>
<td>Retained Earnings</td>
<td>$5,000</td>
<td>Accumulated earnings from operations</td>
</tr>
</tbody>
</table>

### Income Statement

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales</td>
<td>$20,000</td>
<td>Revenue from sales of goods</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$500</td>
<td>Income from interest on loans</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Goods Sold</td>
<td>$10,000</td>
<td>Cost to produce goods sold</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$5,000</td>
<td>General and administrative expenses</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>$300</td>
<td>Cost of borrowing money</td>
</tr>
</tbody>
</table>

### Balance Sheet

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Assets</td>
<td>$25,500</td>
<td>Sum of all assets</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>$18,000</td>
<td>Sum of all liabilities</td>
</tr>
<tr>
<td>Net Worth</td>
<td>$7,500</td>
<td>Equity portion of the business</td>
</tr>
</tbody>
</table>

### Projected Income Statement

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales</td>
<td>$25,000</td>
<td>Estimated sales for the next quarter</td>
</tr>
<tr>
<td>Cost of Goods Sold</td>
<td>$12,000</td>
<td>Estimated cost of goods sold for the next quarter</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$6,500</td>
<td>Estimated operating expenses for the next quarter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Income</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Profit</td>
<td>$6,500</td>
<td>Sales minus cost of goods sold</td>
</tr>
<tr>
<td>Operating Income</td>
<td>$1,500</td>
<td>Gross profit minus operating expenses</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$500</td>
<td>Income from interest on loans</td>
</tr>
</tbody>
</table>

## Notes

- **Additional Notes**: Additional details or footnotes related to the financial statements.
- **Signatures**: Signatures of authorized persons for the financial statements.
### Schedule of Bonds and Stocks

<table>
<thead>
<tr>
<th>AMOUNT OF SHARES</th>
<th>DESCRIPTION</th>
<th>MARKETABLE VALUE</th>
<th>NONMARKETABLE VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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### Schedule of Real Estate

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### Schedule of Notes Payable

<table>
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<tr>
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<th>AMOUNT</th>
<th>DUE</th>
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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: __________________________
APPENDIX A

LEASE COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencement of occupancy, if such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated surfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECKONE:
☐ A child under six years of age resides in the unit
☐ A child under six years of age does not reside in the unit.

___________________________________________ (Occupant signature)

Print occupant's name, address and apartment number:

___________________________________________ (Owner signature)

Certification by owner: I certify that I have complied with the provisions of 927-2066.5 of Article 14 of the Revised Sanitation Code and the rules promulgated thereunder relating to be performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazards to the occupant.

RETURN THIS FORM TO: __________________________________________

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/ OCCUPANT COPY

12
August 11, 1998

To All Residents of 140 East 28th Street:

RE: Move In and Move Out

Any resident planning to move in or out of the building must notify and schedule with the Superintendant (Jim Lynch) at least five (5) business days in advance. Moving can only occur between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. There is no moving on Holidays or on the Weekends. Mr. Lynch's telephone number is (212) 867-0423.

The moving company must provide a Certificate of Insurance in the amount of $1,000,000 naming the 140 East 28th Owners Corp. and Rose Associates, Inc. as additional insured. Please fax to my attention at (212) 210-6733. In addition, the insured and/or the moving party must deposit a refundable check in the amount of $1,000 made payable to 140 E. 28 Owners Corp. to cover any damage incurred during the move.

The moving resident must provide protective covering for the hallways and other public areas that could be damaged by the move. Any such damage shall be repaired by the Lessee at the expense of the Lessee.

If you have any further questions, please contact the undersigned.
IMPORTANT NOTICE
NEW POLICIES AND PROCEDURES

To All Residents
140 E. 28 Street

Dear Ladies and Gentlemen:

We want to advise you of the new procedures with respect to apartment access, security, emergency access and lock outs:

* PERMISSION TO ENTER

The building staff will not enter your apartment to attend to a maintenance request unless you have signed the new Permission to Enter (PTE) form (copy attached). You may decide to sign a blanket PTE or sign one each time repairs are necessary to your home. Without PTE, we will not enter your apartment when you are not at home, unless there is a serious safety emergency (such as flood, gas leak, and fire). PTE forms are available at the Doorman station.

* APARTMENT ACCESS

For your safety and security the building staff will not open your apartment door for anyone at any time. You may leave your keys with the Doorman, on a temporary basis only, to accommodate a delivery you may be expecting. Pick-up by your housekeeper or a service call by a repairman. You must leave written instructions on the visitor access form with your keys, and pick up your keys the same day. Visitor access forms are available at the Doorman station.

* EMERGENCY ACCESS

In the event of an emergency (such as a flood, gas leak, and fire, etc.) which requires immediate access to your apartment the building staff will enter your apartment without PTE.
IMPORTANT NOTICE
NEW POLICIES AND PROCEDURES

• LOCK OUTS

If you misplace the keys to your apartment and are locked out, the building staff will open your door for you as soon as there is an authorized employee available for this purpose. The service fee is $25. However, you may wait up to one hour or longer until an authorized member of the staff is able to accommodate you. If you chronically lock yourself out, we may refuse to open your door and you will be required to hire a locksmith in order to gain access to your apartment. NO lockouts can be accommodated after 10:00 P.M. Monday through Friday. THERE IS NO LOCKOUT SERVICE ON THE WEEKENDS. For your own protection, you or your guest may be required to show proof of identification.

• KEYS CONTROL — VERY IMPORTANT

In order to ensure the integrity of the emergency key box system, we require your cooperation. The superintendent will make an appointment with each resident to open the existing "blue box" and confirm that we have all the keys to open your apartment door. Once that is established, you will place your keys in a new blue box, sign your name and the box will sealed in your presence.

The staff has been given new guidelines to follow with respect to your keys in the event of an emergency situation.

The Board of Directors and Rose Associates, Inc. are committed to making your residence at 140 East 28 Street as comfortable, secure and enjoyable as possible. Thank you for your cooperation in abiding by these and all other rules.
SAMPLE

Permission to Enter

To: 106 E 28 Owners Corp and Rose Associates, Inc.

Date: __________________________

Apartment No: ______

From: __________________________
     (Print)

You are hereby granted permission to enter my apartment to make the necessary repairs: __________________________

From: __________________________
     (Sign)

Date: __________________________

Apt. Telephone No. __________________________

Work Telephone No. __________________________
140 East 28th Owners Corp.

Apartments

In connection with any proposed change of the above referenced apartment, I acknowledge that it is my responsibility to provide the shareholder with a new lock and key for my apartment. It is further understood that if the apartment corporation has to supply a new lock and key, the shareholder(s) will be billed a non-refundable fee of $25.00 on their monthly maintenance bill.

___________________________
Shareholder

___________________________
Shareholder

Date: ___________________
140 EAST 28TH OWNERS CORP.

APPLICATION FOR SUBLEASE OF COOPERATIVE APARTMENT

In connection with my application to sublet an apartment, I authorize the procurement of a consumer investigative report by 140 East 28th Owners Corp. I further authorize all credit agencies, banks, lending institutions, present employers, former employers and other persons to release information that is available to them about me and, in so doing, hereby release them from any liability and responsibility.

This authorization, in original or copy form, shall be valid for this and future reports that may be requested within six months of the date of this application.

________________________________________  __________________________________________
Applicant's Signature                        Applicant's Signature

______________________________
Date:
140 EAST 28TH OWNERS CORP.

SUBLESSOR'S CONSENT TO JURISDICTION AND VENUE

In consideration of 140 East 28th Owners Corp. giving me permission to sublet my apartment, I hereby consent to the jurisdiction of any court in New York (including any federal court sitting in New York) and to the application of New York law, with regard to any claim, cause of action, or dispute arising out of, or related to, the sublet or lease for my apartment, my share of stock in 140 East 28th Owners Corp., or the sublease that 140 East 28th Owners Corp. has authorized. I further consent that venue as to any lawsuit, action or proceeding in arbitration that may result from any such claim, cause of action or dispute shall be in New York County.

I have executed this Agreement freely and voluntarily and after having had a full and free opportunity to confer with counsel of my choice.

__________________________  __________________________
Sublessee's Name (Please print)  Sublessee's Name (Please print)

__________________________  __________________________
Sublessee's Signature  Sublessee's Signature

__________________________
Date
140 WEST 28TH OWNERS CORP.

STATEMENT OF SUBLessor'S RESPONSIBILITIES

As a condition and in consideration of the contract by 140 West 28th Owners Corp. ("Apartment Corporation") to the sublease of Apartment _________("Demised Premises") at 140 West 28th Street, New York, New York ("Building") by ____________ ("Sublessor") to ____________________ ("Sublessee"), the Sublessee hereby agrees as follows:

1. Sublessee will remain fully and financially responsible for any and all obligations as a shareholder of the Apartment Corporation, including and without limitation, the payment of maintenance and any assessments.

2. Sublessee will reimburse the Apartment Corporation for any and all expenses the Apartment Corporation may incur in connection with the approval of this sublease, including its reasonable attorney's fees.

3. Sublessee shall be personally liable for (i) any damages or injury to the Apartment Corporation, the Building and the personal property and fixtures contained therein, as well as the Demised Premises, or (ii) any other costs incurred by the Apartment Corporation arising out of or related to the occupancy of the Demised Premises by Sublessee, his/her agents, servants, invitees or licensees.

4. Sublessee represents and warrants that during the term of the sublease Sublessee will reside at:

5. Sublessee shall promptly advise the Apartment Corporation of any change in the foregoing within twenty (20) days after each change.

6. Sublessee will execute the attached consent to jurisdiction and Appointment of an Agent for Service, together with the filing fee therefore, and submit the executed documents to the Apartment Corporation along with this executed Agreement. The designee of Agent for Service will not be changed by Sublessee without prior notice to the Apartment Corporation and, if changed, will be a new agent licensed in New York City. Furthermore, if changed, Sublessee will pay any additional filing fees as may obtain.

__________________________  __________________________
Sublessee's Signature        Sublessee's Signature
Lead Paint Disclosure Requirements

Recently enacted regulations of the Environmental Protection Agency (EPA) will require that prospective purchasers and sublessees receive information from both the seller/leasee and the cooperative corporation of known lead-based paint in the apartment and common areas of the building (whether hazardous or not). There is no requirement to physically test for lead-based paint or to remove or abate any lead-based paint, hazardous or not. The seller/leasee's broker and attorney should be familiar with these disclosure requirements.

Since a purchaser/sub-leasee must be given a 10 day period to conduct a lead paint inspection and/or testing, after receipt of the required disclosure from the seller/leasee and cooperative corporation and in order to cancel a contract of sale or sublease if dissatisfied with the results of such inspection, seller and leasee should give the required disclosure to a prospective purchaser/sublease as soon as possible. The cooperative corporation will give its disclosure upon receipt of the sales or sublease application (and answer IF required by the seller or sublease)

A seller/leasee must certify their compliance with the lead paint disclosure requirements of the EPA and indemnify the cooperative corporation against liability arising from the seller's or lessee's failure to make such disclosure.

The purchaser/sub-leasee will be required to certify that they have received from the seller/leasee and the cooperative corporation, the lead paint disclosure material, and had had at least 10 days following receipt of such material to inspect and/or test for lead paint. The purchaser/sublessee will be required to waive any further rights to inspect the common areas or apartment for lead paint.
SUBLETTANT
FIRE SAFETY ACKNOWLEDGEMENT FORM

1. __________________________ (subtenant(s) hereby acknowledges receipt of the attached fire safety plan in connection with the suite of Apartment __________________ at the premises known as 140 East 28th Owners Corp., 140 East 28th Street, New York, NY.

2. __________________________ (shareholder's name) hereby agree that I am responsible for the posting and maintenance of the fire safety notice on any respective apartment entrance door. The fire safety notice must be posted on the inside surface of the apartment entrance door so that no part of the notice is lower than four feet from the floor and no higher than five and one-half feet from the floor.

READ, AGREED AND ACCEPTED

Subtenant Name (Print) __________________________

Subtenant Name (Print) __________________________

Subtenant Signature __________________________

Subtenant Signature __________________________

Date: __________, 2022

Shareholder's Name (Print) __________________________

Shareholder's Name (Print) __________________________

Shareholder’s Signature __________________________

Shareholder’s Signature __________________________
RE: Residential Fire Safety Plans

To All Residents:

Enclosed please find the current Fire Safety Plan for your building. In accordance with New York City Fire Department regulations an updated fire safety plan is to be distributed each year to all current occupants.

The enclosed Fire Safety Plan contains information on your building’s fire systems, exits and type of construction. You should review this plan and retain it in a convenient place. The fire safety plan consists of two parts. Part I is a building information sheet that provides specific information regarding the fire systems and means of egress in your building. Part II is a fire emergency information section written and issued by the New York City Fire Department.

A Fire Safety Notice (sticker), which informs occupants of evacuation procedures to follow in the event of fire should be posted on the inside surface of your apartment door. This notice was distributed to you when the fire safety regulations were first initiated and is given to all new occupants. If you do not have this notice posted or require an additional sticker, please contact your resident manager.

Thank you for your cooperation and compliance with this important regulation.

Very truly yours,
FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING ADDRESS: 140 E. 39th Street

BUILDING OWNERS/REPRESENTATIVE:

NAME: 140 E. 39th Street Owners Corp.

ADDRESS: 39th Street, New York, N.Y. 10016

TELEPHONE: 212-681-9381

BUILDING INFORMATION:

Year Of Construction: 1931

Type of Construction: ☑ - Constructed ☑ - Non-Constructible

Number of Floors: 19 - Abreuground 2 - Storeyed

Sprinkler System:

Yes ☑ - No ☑

Sprinkler System Coverage:

- Dwelling Units
- Hallways
- Stairwells
- Other: Computer rooms and computer room located in basement

Fire Alarm:

Yes ☑ - No ☑

Transmitter Alarm: Yes ☑ - No ☑

Location of Fire Alarm:

Location of Manual Pull Stations:

Public Address System:

Yes ☑ - No ☑

Location of Speakers:

- Stairwell - Hallway - Dwelling Unit - Other

MENT OF EXIT (e.g., Unobstructed/Obstructed Stairwell, Exterior Stairwell, Fire Tower Stairwell, Fire Escape, Lobby):

<table>
<thead>
<tr>
<th>Type of Exit</th>
<th>Identification</th>
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<tr>
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<td>A</td>
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<td>Stairwell</td>
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<tr>
<td>Stairwell</td>
<td>B</td>
<td>Second Floor</td>
<td>Stairwell</td>
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<tr>
<td>Exterior Stairwell</td>
<td>C</td>
<td>Third Floor</td>
<td>Exterior Stairwell</td>
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<tr>
<td>Interior Stairwell</td>
<td>D</td>
<td>Fourth Floor</td>
<td>Interior Stairwell</td>
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DATE PREPARED: October 1, 2023
FIRE SAFETY PLAN

PART D - FIRE EMERGENCY INFORMATION

140 East 18th Street, New York

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and enhance your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan (212) 999-1221
Bronx (718) 999-3333
Brooklyn (718) 999-4444
Queens (718) 999-5555
Staten Island (718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back one hour. Also, whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won’t tip over. Never leave a lit or smoldering cigarette on furniture.

3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.

4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffee pot or toaster is unplugged.

5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.

6. Keep all doorways and windows leading to fire escapes free of obstacles, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.

7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Make the window gate’s opening device as it operates smoothly. Familiarize yourself and members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.

9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.

10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

**BUILDING INFORMATION**

**Building Construction**

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as
"Combustible" or "non-combustible." The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls or to other apartments and floors. "THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE." While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors. In addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part 1 (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stair: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not provide safe egress in the event of a fire on a lower floor. Enclosed stairwells are more likely to prevent safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stair: Some buildings provide access to the apartments by means of stairs and ladders that are outside. The fact that they are outside and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stair: There are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escape: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwell(s)) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.
Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairways. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that, when triggered by the heat of a fire, automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in common areas and rooms or basements. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher.

Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the buttons on the manual pull stations and how to activate them in the event of a fire.

Public Address System

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.
EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.

2. Because smoke, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.

3. Do not overestimate your ability to put out a fire. Most fires cannot be safely or effectively extinguished. Do not attempt to put the fire out once it begins to spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.

4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.

5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down to the floor and crawl. Take short breaths, breathing through your nose.

6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and hug a place to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment
(All Types of Building Construction)

1. Close the door to the room where the fire is and leave the apartment.

2. Make sure EVERYONE leaves the apartment with you.

3. Take your keys.

4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.

6. Use the nearest stairwell to exit the building.

7. **DO NOT USE THE ELEVATOR**

8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.

9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

**EXCEPTION: Instructions If The Fire Is Not In Your Apartment**

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.

2. If you must exit your apartment, feel the apartment door and doorframe for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat, or fire.

3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.

4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.

5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.

6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.

7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.

8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, remain in a hallway or room away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDING

1. Feel your apartment door and doorframe for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.

3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.

4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
   A. Seal the doors to your apartment with wet towels or sheets, and seal all ducts or other openings where smoke may enter.
   B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
   C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
   D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.
RE: 140 East 28th Owners Corp.
    140 East 28th Street
    Apartment B,__________

Dear Board of Directors:

I understand and accept the House Rules as given to me with the corporation’s sublease application.

I acknowledge and accept the contents of this letter:

______________________________
Applicant’s Signature

______________________________
Date
140 EAST 28TH STREET HOUSE RULES

1. USE OF THE PREMISES

Apartments may not be used for any purpose other than as a private dwelling for the lessee and lessee's spouse, their children, grandchildren, parents, grandparents, brothers and sisters and domestic employees; or the lessee's roommate. Occupancy is subject to the following rules:

(i) Studio: 2 people maximum  
(ii) 1 Bedroom: 3 people maximum  
(iii) 2 Bedroom: 4 people maximum

There is one street-entrance apartment that is used for professional purposes. No patient or client of a lessee of a street-entrance apartment will be permitted to wait in the lobby.

Residents must notify the Superintendent of roommates and when guests are to occupy the premises, as well as the length of their stay.

2. PUBLIC AREAS

Hallways, Stairwells and Lobby Areas:

a. The public halls and stairwells of the building must not be obstructed or used for any purpose other than ingress and egress from the apartments in the building. Any such obstruction will be removed by the staff at the lessee's risk and expense. No public hall shall be decorated by any lessee in any manner without prior consent of the Board of Directors. No articles, including carriages, bicycles, umbrellas, or shoes should be placed in the halls or stairways. Any defacement of common areas, including corridors, doors or elevators, by a lessee or a guest or employee of a lessee will be repaired by the Corporation at the lessee's expense.

City ordinances prohibit smoking in the lobby, halls, stairwells, elevators, laundry room and other public areas, including the roof garden.

City fire code also prohibits propping open doors to apartments except during move in/move out or for the delivery of large items.

Elevators:

b. The passenger elevator is automatically operated and intended for the use of lessees, members of their families and guests. As noted in Section 6, it should not be used to transport furniture, heavy appliances and other heavy objects. Dogs are not permitted on elevators or in any public building areas unless leashed.

The service elevator is manually operated by the Building staff during normal working hours and should be used to transport heavy objects in and out of the building and for deliveries, unless the Superintendent decides that deliveries should be accepted by the doorman.
Messengers and trades people shall enter and exit the building as designated by the Superintendent. For security reasons, unless the lessee is disabled or infirm, the lessee may be asked to pick up his or her messages and packages in the lobby.

Laundry Areas:

c. Residents shall use the available laundry facilities only upon such days and such hours as may be designated by the Board of Directors. Presently, the laundry area may be used any day between the hours of 6:00 a.m. and 11:00 p.m.

Lessees using the laundry facilities of the building shall keep facilities neat and clean.

Laundry must be removed promptly when the machine has stopped. Those whose laundry leaves lint or other residue in the washer or dryer shall wipe the machine clean.

All Lessees who employ domestic help are responsible for instructing and supervising such help in conforming to these rules.

Laundry carts are not to be removed from the laundry area.

Except where two or more apartments have been combined, the installation of any washing machine and/or dryer in an apartment is strictly prohibited. When apartments have been combined and one kitchen has been eliminated, the lessee may install a management-approved low-water use washing machine and a management-approved dryer that does not vent to the outside of the building.

Storage Area:

d. The basement trunk room is available for storage of trunks and luggage (provided they are non-flammable), and air conditioners. There are also a limited number of storage bins available to rent on a space-available basis. Interested lessees should inquire about availability with the managing agent.

In addition, there are storage bins available to owners of terrace apartments. These bins are not available to other lessees and must be used solely to store non-flammable items.

No flammable items may be stored in the basement. The most common items that may not be stored include:

(i) Combustibles, i.e., paint, paint thinner, turpentine, gasoline

(ii) Mattresses and upholstered furniture

(iii) Wooden wardrobe closets (metal allowed) and all wood-framed furniture.
(iv) Carpets/rugs

Permissible items must be in non-flammable trunks or metal containers and must be tagged or labeled with the lessee’s name and apartment number.

If you wish to store an item, please contact the Superintendent. Consideration will be given to the limited amount of storage space and no lessee will be permitted to use a disproportionate amount of space. The fee for placing more than one trunk in the basement storage room is $20 per month.

The lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITEMS STORED IN THE BASEMENT. LESSEES STORE ITEMS AT THEIR OWN RISK.

Bicycle Racks:

e. Bicycle racks are provided in the laundry area for the exclusive use of residents. It is the responsibility of the resident to secure his or her bike and the Corporation is not responsible for any bike left in bike racks or otherwise. City ordinances prohibit placing bicycles in the hallways, stairwells, or other common areas. When transporting bicycles in and out of the building, owners are asked not to place their bikes against walls of the elevator car and to otherwise use particular caution so as not to damage the elevator car or hallways. Further, bikes should never be brought into a crowded elevator.

Roof Garden:

f. The roof garden is available for use year-round. Hours are from 9:00 a.m. to 10:00 p.m.

All Common Area rules apply to the Roof Garden. In addition, residents are expected to adhere to the following rules:

(i) No children under 18 may use the terrace without adult supervision.

(ii) Residents must clean up after use and remove all of their rubbish.

(iii) No music or unreasonable noise will be permitted.

(iv) No alcoholic beverages are permitted.

(v) No cooking.

(vi) No pets.

(vii) No smoking.
3. BUILDING APPEARANCE

a. No window air-conditioning units or ventilators shall be used in or about the building or project out of any window of the building unless properly installed and secured.

b. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except if approved, in writing, by the lessor or its Managing Agent.

c. Mops, rugs, laundry, etc., should not be hung from the window, regardless of the location of the apartment.

d. 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 its Managing Agent.

e. The lessee shall keep the windows of the apartment clean. If, after ten days written notice by the lessor or its Managing Agent, the lessee refuses or neglects to correct dirty windows, the lessor or its representative shall have the right to enter the apartment to clean the windows and to charge the cost of such cleaning to the lessee.

4. BALCONIES, TERRACES, AND ROOF AREAS

It is the responsibility of the lessee to keep his or her terrace, balcony or portion of the roof appurtenant to his or her apartment that constitutes part of his or her leased premises, clean and free from leaves and debris and to otherwise comply with the below House Rules:

a. Drains must be kept free from obstruction. Maintaining clean drains and keeping leaves and debris from clogging drains is the responsibility of the lessee.

b. All fencing, structures or lattices must be properly secured and maintained and meet NYC Building Code fire regulations.

c. The use of gas grills or charcoal grills of any type is prohibited.

d. Any permanent electrical wiring that extends out to the terrace or roof area must be approved for outdoor use and properly installed by a licensed electrician.

e. All furniture or umbrellas must be properly secured so as to prevent removal by wind conditions.

f. With respect to planter boxes, the following rules must be followed:

(i) Planter boxes must not rest directly on the terrace, roof, or other outdoor surfaces and must be constructed with weep holes to avoid saturated soil conditions. They must rest on raised
platforms, (such as on bricks or 2" x 4" lumber) so that the area below them can drain properly and so as to prevent roots from growing below the outdoor surface.

(ii) Planter boxes should be spread over the surfaces so that loads are not concentrated in one area. They should be placed a minimum of 6" from the penthouse or terrace walls and parapets must be movable to accommodate building façade maintenance.

(iii) Planters must not weigh more than 40 lbs. per square foot.

ANY DAMAGE TO THE BUILDING SURFACES OR STRUCTURES CAUSED BY THE FAILURE OF THE LESSEE TO FOLLOW THE ABOVE RULES WILL BE REPAIRED AT THE COST OF THE OFFENDING LESSEE

5. QUIET ENJOYMENT

a. No lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort, or conveniences 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 loudspeaker 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 4:00 p.m.

b. The floor of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room except only kitchens, pantries, bathrooms, closets, and foyer.

6. MOVING FURNITURE, HEAVY APPLIANCES, FIXTURES, FREIGHT AND/OR OTHER HEAVY OBJECTS IN/OUT OF THE BUILDING

a. The passenger elevator is not to be used for the above purposes at any time. If an item cannot be transported by being held aloft in your arms or fit on the luggage cart, it should not be brought into the passenger elevator.

b. The luggage cart may not be removed from the building.

c. The freight elevator and freight entrance are to be used to transport these heavy or bulky items in and out of the building. Those items must be transported during normal operating hours which are between 8:30 a.m. and 4:00 p.m., Monday through Saturday. Deliveries after such times can only be accommodated if you make special arrangements with the Superintendent or other members of the staff, at your own expense.

d. The doorman is not permitted to leave his station for the purpose of operating the service elevator except for emergencies (such as transporting an ill tenant on a stretcher) or in exceptional circumstances, approved by the Superintendent.
7. MOVING IN AND OUT OF THE BUILDING

a. Any resident planning to move into or out of the building must notify the Superintendent at least five (5) business days in advance. Moving can only occur between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. Any resident who wishes to move at any other time or whose move extends beyond those hours, must make arrangements with the building staff in advance, at his or her expense, for the operation of the service elevator, as well as egress or ingress through the service entrance.

b. The moving company must provide a certificate of insurance in the amount of $1,000,000 naming the Corporation as the insured and the moving party must deposit a refundable check in the amount of $1,000 to cover any damage incurred during the move.

c. The moving resident must provide protective covering for hallways and other public areas that could be damaged by the move. Any such damage shall be repaired by the lessor at the expense of the lessee.

d. Residents of the first floor only may arrange with the superintendent to move in or out via the front entrance. The move, however, may not interfere with the ability of others residents to enter and exit the building.

e. The Board of Directors may impose a move-in and move-out charge to cover the time of the building staff in arranging and assisting in the move.

8. DISPOSAL OF REFUSE

a. 140 East 28th Street is subject to local laws and regulations regarding recycling of trash. In accordance with those laws, trash must be separated into “recyclable” (e.g., bottles, cans and paper) and “non-recyclable” materials. Those items which are either “recyclable” or for other reasons must not be thrown down the compactor chute are clearly listed above the chute on each floor. Papers should be neatly stacked in the bins for paper and other recyclable items such as cans and bottles should be placed in the containers below the chute. Residents must comply with these instructions. In the event the building is fined or other costs are incurred because a resident fails to abide by those instructions, such costs will be charged back to the resident as additional rent under Proprietary Lease.

b. The following items must NOT be thrown down the chute:

(i) Any recyclable items.

(ii) Broken Glass: To avoid injury to building employees, broken glass should be bagged and labeled as such.

(iii) Carpet sweepings, contents of vacuum cleaner bags, dust, dirt or other soil matter
(iv) Camphor balls or flakes

(v) Floor scrapings, oil-soaked rags, paint or aerosol cans or any flammable, explosive, or highly combustible substance

(vi) Cat litter

(vi) Hangers

(vii) Boxes, crates, wood.

These items should be left in a neat manner on the floor near the compactor chute. Boxes should be broken down so that they may be stacked neatly against the wall.

RESIDENTS SHOULD NOT BLOCK THE LANDING WITH REFUSE.

c. Debris and garbage which can be handled by the compactor should be securely wrapped or bagged in small packages that fit easily into the compactor chute. Debris must be drip-free or in a drip-proof container before it is placed down the chute.

d. Bulky Items: Bulky items such as mattresses, appliances, rugs, construction material, large cartons, etc. must be disposed of only during normal staff working hours and after arrangements are made for their disposal with the Superintendent. It is recommended that when a new bulky item is delivered, the old one be removed by the person/company delivering the new one. Since the building is not responsible for their removal, you will be charged accordingly for removal services.

e. Toilets: Toilets and other water apparatus in the building shall not be used for any purpose other than those for which they were intended, nor shall any sweepings, rubbish, rags or any other article be thrown into them. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the lessee in whose apartment it shall have been caused.

f. All lessees who employ domestic help are responsible for instructing and supervising such help in conforming to these rules.

g. Residents of street-entrance apartment are responsible for bringing their garbage to the disposal area on the first floor.

9. EXTERMINATION

a. Exterminator service shall be provided to all tenants, as required, to control vermin, insects or other pests. The Superintendent must be notified to arrange for such service.
b. The agents for the lessor, and any contractor or workman authorized by the lessor, may enter any apartment at any reasonable hour of the day to determine if measures are necessary or desirable to control or exterminate any vermin, insects or other pests and may take such measures as may be deemed necessary.

10. PETS

a. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on a leash. No pigeons or animals shall be fed from the windowsills, 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.

b. It is the responsibility of the lessee to assure that his or her pet does not interfere with the quiet enjoyment of other residents, such as by barking.

c. Owners are responsible for cleaning up after pets who urinate or defecate in the elevators, hallways, sidewalks outside the building, or other public areas.

d. No more than two pets may be kept in any apartment.

11. EMERGENCY ACCESS TO APARTMENTS (KEYS)

a. Lessees are required to keep a set of keys to their apartment with the Superintendent. Failure to do so may result in forced entry into the apartment, in case of emergency, at the lessee’s expense.

b. This is particularly important for tenants on the 12th floor in whose apartments are located the shut-off valves for water lines. In the event of a water-pipe leak or break, it will be necessary for the building staff to gain entry to shut-off the water for the line affected while repairs are made, thereby avoiding the need to shut-off the water for the entire building.

c. A lock box is provided in the basement for the deposit of keys. If a resident loses their keys, a staff member may break the lock box to give them the spare set. In such a case, residents are required to replace the spare keys and will be charged a non-refundable fee to replace the lock box.

RESIDENTS WHO LEAVE KEYS WITH A MEMBER OF THE BUILDING STAFF FOR ANY PURPOSE DO SO AT THEIR OWN RISK

12. ALTERATION OF APARTMENTS

a. The lessee shall not, without first obtaining the written consent of the lessor, which consent shall not be unreasonably withheld, make in the apartment or building, or on any roof, penthouse, terrace or balcony appurtenant there to, any alteration, enclosure or addition, or any alteration of or addition to the water, gas, or steam risers or pipes, heating or air conditioning system or units, electrical conduits, wiring or outlets, plumbing fixtures, intercommunication or
alarm system, or any other installation or facility in the apartment or building. The performance by lessee of any work in the apartment shall be in accordance with any applicable rules and regulations of the lessor and governmental agencies having jurisdiction hereof. The lessee shall not in any case install any appliance which will overload the existing wires or equipment in the building. The installation of a washing machine and/or dryer in any apartment is strictly prohibited, except as noted in section 2.

b. The lessor requires the lessee to make a security deposit and/or furnish proof that the contractor is adequately insured prior to the commencement of any work. Such deposits will be refunded at the completion of the work less the cost to the Corporation of any architectural or engineering fees incurred or to repair damage. Deposits are required for both structural and non-structural work.

The following non-refundable fees also apply to any renovation:

(i) A fee for any building-wide water shutdown. Such shutdowns must be pre-arranged with the staff.

(ii) A weekly fee to be assessed throughout the duration of the renovation.

(iii) A fee to be paid to the Managing Agent.

c. Any damage done to the public areas of the building including, but not limited to, hallways, passageways, elevators, doors, carpets, and walls shall be the responsibility of the lessee.

d. Any resident wishing to make alterations should contact the Managing Agent.

13. EMPLOYEES OF THE CORPORATION

a. No lessee shall send any employee of the corporation out of the building on any private business of the lessee nor shall any lessee employ any employee on any private business during such employee’s normal working hours.

b. Complaints about the service of the building should be made to the Managing Agent.

c. If a lessee believes that his or her complaint is not being properly addressed by the Managing Agent, he or she should address such complaint in writing to The Board of Directors, c/o the President.

14. BUILDING SECURITY

a. Security of persons and property in the building should be the concern of all residents and measures to assure such security are set forth in various sections of these House Rules.

b. The Managing Agent and the Superintendent must know the identity of all persons residing in the building. This includes roommates, extended stay visitors, or anyone else to whom you give
an access key. If you are letting someone use your apartment, you should supply written notification to the Superintendent. The doorman may refuse access to unidentified persons who show-up seeking entrance without prior notice.

c. The identity and control of workmen engaged in work in apartments is also essential and residents should advise the workmen of the rules governing hours of work, the removal of debris, cleaning up the public hallways or providing cover for the residue, and use of the freight elevator. The identity of such workmen must also be known to the Superintendent.

15. HOME OWNER’S INSURANCE

The corporation requires that all shareholders carry home owner’s insurance. In the event of a flood, fire or other calamity, the personal belongings in the lessee’s apartment will not be covered by the building’s insurance. In addition, if a problem originates in a lessee’s apartment, such as an overflow, a leak from a sink or toilet, or water penetration due to faulty bathroom tiles, that damages a neighbor’s apartment, the lessee will be held responsible for the cost of repairs to the neighbor’s apartment.
16. CHIMNEY CLEANING

Every two years, the Managing Agent will arrange to have all the chimneys in the building cleaned. Such cleaning requires access to residents' apartments. Adequate notice will be given before the cleaning begins. Chimney cleaning is not optional. All residents must provide access to their apartments for the cleaning. The charge for this cleaning will appear on residents' monthly maintenance bills.