440 EAST 57TH STREET

PROCEDURAL REQUIREMENTS FOR THE SUBLETTING
OF
COOPERATIVE APARTMENTS

ONE (1) ORIGINAL SET AND EIGHT (8) SETS OF COPIES:

PLEASE ALLOW APPROXIMATELY THIRTY DAYS (30) FOR THE REVIEW AND
INTERVIEW PROCESS.

1. Letter from the Bank consenting to the sublease is needed, if there is a mortgage on
   said apartment.
2. Sublease Agreement (Enclosed).
3. Sublease Application (Enclosed).
5. Three (3) Professional Letters of Reference.
7. Previous Landlord's Letter of Reference, if applicable.
9. Most recent 1040 return.
10. House rules to be acknowledged (see attached).
11. Window guard notice to be acknowledged.
12. Credit authorization form to be signed and returned with package.

THE FOLLOWING APPLICATION FEES MUST BE SUBMITTED WITH THE
SUBLEASE PACKAGE.

1). APPLICATION FEE - A check made payable to: "440 EAST 57TH OWNERS
CORP. " for $250.00, from applicants.

2). PROCESSING FEE - A check made payable to Maxwell-Kates, Inc. for $350.00
(NON-REFUNDABLE).

3). CREDIT AND CRIMINAL CHECK FEE - A check in the amount of $130.00 per
individual made payable to MAXWELL-KATES, INC.

4). MOVE-OUT FEE - a certified or bank check ONLY in the amount of $1000.00
(NON-REFUNDABLE) made payable to: "440 EAST 57TH OWNERS CORP."
5). MOVE-IN FEE - A certified or bank check ONLY in the amount of $1000.00 (NON-REFUNDABLE) made payable to: "440 EAST 57TH OWNERS CORP."

6). CORPORATION'S SUBLET FEE - 20% OF THE APARTMENT'S ANNUAL MAINTENANCE AND IS PAYABLE IN ADVANCE TO 440 EAST 57TH OWNERS CORP.

SHAREHOLDERS MAY SUBLET FOR A MINIMUM OF SIX (6) MONTHS AND A MAXIMUM OF TWO (2) YEARS WITH PRIOR BOARD OF DIRECTORS APPROVAL.

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION AT ANY TIME DURING THE REVIEW AND INTERVIEW PROCESS.

SHOULD YOU HAVE ANY QUESTION CONCERNING THE AFOREMENTIONED, ENCLOSURES OR PROCEDURES CONCERNING THIS PROCESS, PLEASE DO NOT HESITATE TO CONTACT CRISTINA CHIARIZIA OR ANDREANA LOMBARDO.

MAXWELL-KATES, INC.
CLOSING DEPARTMENT
APPLICATION FOR SUBLET OF COOPERATIVE APARTMENTS

NAME OF OWNER______________________________________________

APARTMENT_________ TELEPHONE (DAY)________________ (EVE)________

WHY SUBLET IS BEING REQUESTED?________________________________

________________________________________________________________

NAME OF PROSPECTIVE SUBTENANT_________________________________

CURRENT HOME ADDRESS__________________________________________

HOW LONG AT CURRENT ADDRESS_________________________________

TELEPHONE_________________SOC. SEC. NO.__________________________

CURRENT BUSINESS ADDRESS_______________________________________

TELEPHONE______________SUPERVISOR______________________________

POSITION HELD_________________HOW LONG?_______________________

TERM OF LEASE_________________START__________________END________

MONTHLY RENT$_______________________________

OTHER OCCUPANTS OF APARTMENT___________________________________

________________________________________________________________

DOES SUBTENANT INTEND TO RETAIN ANY OTHER RESIDENCE WITHIN N.Y. STATE DURING TERM OF SUBLEASE?

________________________________________________________________

IF YES WHERE?:___________________________________________________

HAS APPLICANT EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR?

YES: _______________ NO: _________________________

FULL ADDRESS AND TELEPHONE OF OWNER DURING TERM OF SUBLET__________________________
PROSPECTIVE SUBTENANT REFERENCES

PRESENT LANDLORD

ADDRESS

PHONE

PREVIOUS LANDLORD

ADDRESS

FINANCIALS

1. BANK

ADDRESS

BANK

ADDRESS

2. OTHER

ADDRESS

OTHER

ADDRESS

BUSINESS

NAME

ADDRESS

PERSONAL

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

NAME

ADDRESS

APPLICANT

APPLICANT
The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of __________ 19___.

Fill all blanks, writing "no" or "none" where necessary to complete information.

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>LIABILITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Banks</td>
<td>Notes Payable:</td>
</tr>
<tr>
<td></td>
<td>To Banks</td>
</tr>
<tr>
<td>Savings &amp; Loan Shares</td>
<td>To Relatives</td>
</tr>
<tr>
<td>Money Markets Funds</td>
<td>To Others</td>
</tr>
<tr>
<td>Contract Deposit</td>
<td>Installment Accounts Payable:</td>
</tr>
<tr>
<td>Investments: Bonds &amp; Stocks</td>
<td>Automobile</td>
</tr>
<tr>
<td>-see schedule</td>
<td>Other</td>
</tr>
<tr>
<td>Investment in Own Business</td>
<td>Other Accounts Payable</td>
</tr>
<tr>
<td>Accounts and Notes Receivable</td>
<td>Mortgages Payable on Real Estate</td>
</tr>
<tr>
<td>Real Estate Owned - see schedule</td>
<td>- see schedule</td>
</tr>
<tr>
<td>Year Make</td>
<td>Unpaid Real Estate Taxes</td>
</tr>
<tr>
<td>Automobiles:</td>
<td>Unpaid Income Taxes</td>
</tr>
<tr>
<td>Personal Property &amp; Furniture</td>
<td>Chattel Mortgages</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>Loans on Life Insurance Policies</td>
</tr>
<tr>
<td>Cash Surrender Value</td>
<td>(Include Premium Advances)</td>
</tr>
<tr>
<td>Retirement Funds / IRA</td>
<td>Outstanding Credit Card Loans</td>
</tr>
<tr>
<td>401K</td>
<td>Other Debts - itemize</td>
</tr>
<tr>
<td>KEOGH</td>
<td>TOTAL LIABILITIES</td>
</tr>
<tr>
<td>Profit Sharing / Pension Plan</td>
<td>NET WORTH</td>
</tr>
<tr>
<td>Other Assets</td>
<td>TOTAL ASSETS</td>
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<tr>
<td>TOTAL ASSETS</td>
<td>SOURCE OF INCOME</td>
</tr>
<tr>
<td></td>
<td>CONINGENT LIABILITIES</td>
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<tr>
<td>Base Salary</td>
<td>As Endorser or Co-Maker on Notes</td>
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<tr>
<td>Overtime Wages</td>
<td>S</td>
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<tr>
<td>Bonus &amp; Commissions</td>
<td>S</td>
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<tr>
<td>Dividends and Interest Income</td>
<td>S</td>
</tr>
<tr>
<td>Real Estate Income (Net)</td>
<td>Child Support</td>
</tr>
<tr>
<td>Spouse/Second Party Income</td>
<td>Are you defendant in any legal action?</td>
</tr>
<tr>
<td>Other Income - itemize</td>
<td>Are there any unsatisfied judgements?</td>
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<tr>
<td>TOTAL</td>
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<tr>
<td>-general information</td>
<td>PERSONAL INFORMATION</td>
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<tr>
<td>Personal Bank Accounts at</td>
<td>Occupation or Type of Business</td>
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<td></td>
<td>Employer</td>
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<tr>
<td>Savings &amp; Loan Accounts at</td>
<td>Position Held No of Years</td>
</tr>
<tr>
<td>Purpose of Loan</td>
<td>Partner or Officer in any Other Venture or Employment</td>
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<tr>
<td></td>
<td>Married Divorced Children (Ages)</td>
</tr>
<tr>
<td></td>
<td>Age Age of Spouse Other Dependents</td>
</tr>
</tbody>
</table>
### SCHEDULE OF REAL ESTATE

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

### SCHEDULE OF NOTES PAYABLE
Specify any assets pledged as collateral, indicating the liabilities which they secure

<table>
<thead>
<tr>
<th>To Whom Payable</th>
<th>Date</th>
<th>Amount</th>
<th>Due</th>
<th>Interest</th>
<th>Assets Pledged As Security</th>
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### OTHER ACCOUNTS PAYABLE

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<tr>
<th>To Whom Payable</th>
<th>Date</th>
<th>Amount</th>
<th>Due</th>
<th>Interest</th>
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</tbody>
</table>

The foregoing statements and details pertaining hereeto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date: ________________________ 19____  Signature: ________________________

Signature: ________________________

MAXWELL-KATES INC.
9 EAST 38th STREET • 8th FLOOR • NEW YORK, N.Y. 10016 • (212) 684-8282
APPENDIX A

RE: APARTMENT:
BUILDING:

WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT

You are required by law to have window guards installed 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 you ask him to put in window guards at any time
  (you need not give a reason)

OR

* if a child 10 years of age or younger lives in your apartment.

IT IS A VIOLATION OF LAW to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

________ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

________ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

________ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OR YOUNGER IN MY APARTMENT

______________________________
TENANT (PRINT AND SIGN)

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222 A
New York, New York 10013
(212) 566-8082
RE: ____ 440 E. 57 OWNERS CORP.

I (We), __________________________, have read the House Rules for 440 E. 57 OWNERS CORP and will abide by the rules set forth therein.

______________________________
Signature

______________________________
Signature

______________________________
Date
440 E. 57 OWNERS CORP.

HOUSE RULES

Revised June 18, 1998

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

(2) No patient or client of any doctor or other professional who has offices in the building shall be permitted to wait in the lobby.

(3) Children shall not play in public halls, courts, stairways, fire towers or elevators.

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

(5) The Lessor is responsible for all repairs in the plumbing lines or pipes due to wear and tear, provided that such lines or pipes are inside the walls, floors and ceilings. All other plumbing repairs are the responsibility of the Lessee, including leaking faucets, exposed valves and pipes, flushometer replacement, running toilets or any other problem which may be in the pipes or immediately visible.
(6) The Lessee is responsible for the repair and maintenance of the apartment interior, including all of the following: interior walls, floors, ceilings, painting, decorating, refrigerators, dishwashers, air conditioners, washing machines, stoves, electrical fixtures, fuse boxes, circuit breakers, electrical wiring and conduits form the junction box at the riser into and through the apartment.

(7) Any ventilators or air-conditioning devices which shall be visible from the outside of the building shall be painted by the Lessee in a standard color which the Lessor may select for the building.

(8) For repairs for which the Lessor is responsible, a Lessee must complete a formal Work Order, copies of which are available from building personnel.

(9) For repairs which the Lessee is responsible, arrangements can be made with either the superintendent or an outside, properly insured contractor, in all cases at the Lessee's expense. If arrangements are made with the superintendent, a formal work order must be completed.

(10) 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 convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

(11) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.
(12) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

(13) No sign, notice, advertisement or illumination shall be inscribed or exposed on any window or other part of the building, except such as shall have been approved in writing by Lessor or the managing agent.

(14) No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the building.

(15) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.

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

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

(18) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or managing agent of the building may direct.

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

(20) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

(21) No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. 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 other birds or animals shall be fed from the window sills, terraces, balconies or in the yards, court spaces or other public portions of the building, or on the sidewalks or the street adjacent to the building.

(22) No radio or television aerial, satellite dish, or other signal receptive device, shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

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

(24) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

(25) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(26) Unless expressly authorized by the Board of Directors in each instance, the floors 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 excepting only kitchens, pantries, bathrooms, maid’s rooms, closets and foyer.

(27) No group tour exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment, without the prior written consent of the Lessor or its managing agent.

(28) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
(29) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatsoever with the same by Lessees or members of their families or their guests, employees or subtenants.

(30) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

(31) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(32) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written consent of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and, if adjoining a wall, at least three inches from such wall, and shall be installed in conformance with all applicable Building Department regulations, including limitations on weight and size. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as corners abutting a parapet wall, plantings may, with the prior consent of the Lessor, be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and the flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be responsibility of the Lessee to maintain the containers in good condition and the tiles and weep holes in operating condition. Any damage caused to the building or any other portion thereof as a result of the placement of plantings on terraces, balconies or roofs shall be repaired at the sole cost and expense of Lessee.

(33) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor shall take measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.
(34) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor. Amendments to these House Rules shall become effective 30 days after notification to the shareholders.
CREDIT REPORT AUTHORIZATION FORM

GENTLEMEN:

In order for you to comply with the provisions of Section 606 of the Fair Credit Reporting Act, I authorize a Credit Reporting Agency, which agency may obtain and furnish information on my character, general reputation, personal characteristics and mode of living.

I understand that upon receipt I am entitled to a disclosure of the nature and scope of the investigation to be requested by you of said Credit Reporting Agency.

SIGNED: __________________________

SIGNED: __________________________

SOCIAL SECURITY NUMBER: (1) _____ _____ _____

SOCIAL SECURITY NUMBER: (2) _____ _____ _____
TO THE SHAREHOLDERS OF 440 EAST 57TH STREET

Dear Neighbor:

As you may know, we had a discussion at the annual meeting in June regarding the Cooperative’s sublet policy. At present, the Cooperative’s policy is to permit subletting once for a period of up to two years, with 20 percent of the maintenance charges for the period payable in advance. In response to requests from several shareholders, the Board of Directors has conducted a review of this policy.

Several factors were taken into account as we reviewed possible adjustments to this policy:

* Shareholders who have encountered difficulty in selling their apartments undoubtedly face a financial burden due to the one time only sublet restriction.

* Sublets are counted in the number of "non-owner residents" in the building. Banks look very carefully at the number of "non-owner residents" when reviewing mortgage financing applications from prospective owners and refinancing applications from current owners. Too many non-owner residents in our building could actually make it more difficult for shareholders to sell an apartment, or to take advantage of low interest rates by refinancing it.

* Too many non-owner residents will also limit the availability of financing for the building itself.

The Board cannot risk jeopardizing the building’s ability to obtain financing as needed. We also would not want any new sublet policy to restrict the ability of individual shareholders to finance a transfer or refinance an existing mortgage.

With these general principles stated, the Board has adjusted the sublet policy as follows:
1. Shareholders will be permitted to sublet for a maximum of two years.

2. In cases where undue financial hardship would result from the application of this policy, the Board will consider requests to waive this policy after the sublet period has expired.

3. The fee for the sublet will be equal to 20% of the maintenance due over the term of the sublet to be billed monthly, or 15% of the maintenance due over the sublet term to be paid prior to the commencement of the sublet.

4. Owners will be required to be in residence for two years before subletting.

5. Board approval is required for every sublet as per paragraph 15 of the Proprietary Lease.

If any shareholder has questions about the new policy, or has additional suggestions to make regarding subletting, please contact Mitchell Berg at 684-8282.
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
RENTALS

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

Lessor's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
   (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
   (ii) ☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (Check (i) or (ii) below):
   (i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
   (ii) ☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)
(c) _____ Lessee has received copies of all information listed above.
(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

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

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

LESSOR

DATE

LESSOR

DATE

LESSEE

DATE

LESSEE

DATE

AGENT

DATE

AGENT

DATE
SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:
19

Parties to this Sublease:

Overtenant:
Address for notices:

You, the Undertenant:
Address for notices:

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

Information from Over-Lease:

Landlord:
Address for notices:

Overtenant:
Address for notices:

Date of Over-Lease:
19

Term: from: 19 to: 19
A copy of the Over-Lease is attached as an important part of the Sublease.

Term: 1. years: 19 months: Beginning: 19 ending:

Premises rented:
2.

Use of premises:
3. The premises may be used for only.

Rent:
4. The yearly rent is $ . You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of $ . Payments shall be paid in advance on the first day of each month during the Term.

Security:
5. The security for the Undertenant’s performance is $. Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.

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

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

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

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

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

Adopting the
11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying

12. You, the Undertenant, have no authority to contact 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.

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

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

OVERTENANT:

You, the UNDERTENANT:

Witness:

STATE OF COUNTY OF ss.: before me personally appeared

On ,

19

to me known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledged to me that he executed the same.

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

Guarantor and address:

Reason for Guaranty:

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.

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

In addition, I agree to these other terms:

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.