PLEASE COMPLETE THE SUBLEASE APPLICATION REQUIREMENTS AND SUBMIT ONE (1) ORIGINAL SET TO MAXWELL-KATES, INC. AT 9 east 38th Street, 6th floor, New York, NY 10016 attn: Transfer Department. The Board and/or its managing agent reserve the right to request any additional information at any time during the review and interview process.

Please note that a separate letter must be forwarded to the Board of Directors through management prior to the submission of this application outlining the reason for the sublease. After review of this correspondence, the Board will advise management whether the sublease application may be submitted for Board review and possible approval.

IMPORTANT NOTES:
1. ANY SHAREHOLDER INTENDING TO SUBLET THEIR APARTMENT WILL BE REQUIRED TO HAVE ALL MAINTENANCE PAYMENTS PROCESSED THROUGH THE ACH SYSTEM AS ONE OF THE CONDITIONS OF SUBLEASE APPROVAL. (THE FORM IS ATTACHED TO THIS PACKAGE).
2. SUBLET TERM IS FOR ONE (1) YEAR ONLY.

REQUIREMENTS:
1. Copy of Duly Executed Sublease Agreement.
2. Sublease application filled out in its entirety.
3. Three (3) Personal Letters of Reference from each applicant.
4. Letter of Reference from current Landlord or Managing Agent from each applicant (in applicable).
5. Employer Letter stating Salary, Position and Length of Employment from each applicant
8. ACH Form must be executed by Shareholder.
9. Shareholder must provide proof of continuing insurance coverage to be maintained throughout any proposed sub-tenancy.

THE FOLLOWING FEES MUST BE SUBMITTED WITH SUBLEASE APPLICATION:
1. Processing Fee in the amount of $400.00 made payable to Maxwell-Kates, Inc. (non-refundable).
2. Credit Check Fee in the amount of $165.00 per applicant made payable to Maxwell-Kates, Inc. (non-refundable).
3. Package Reproduction/Messenger Fee in the amount of $195.00 made payable to Maxwell-Kates, Inc. (non-refundable).
4. Move-In Deposit from proposed Tenant in the amount of $1,000.00 made payable to 135 E. 83rd Owners Corp.
5. Move-Out Fee from proposed Tenant in the amount of $500.00 made payable to 135 E. 83rd Owners Corp.
6. Sublease Fee payable by Shareholder, equal to 35% of the annual maintenance payable upon approval of sublease.
APPLICATIONS' RELEASE

Re: 135 E. 83rd Owners Corp.

Apt. #: __________________ Building Address: ____________________________

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

Applicant(s) has submitted payment for certain fees including but not limited to fees to check applicants' credit/criminal and to process this application.

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

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

Applicant Signature

Applicant Signature
SHAREHOLDER(S) INFORMATION

Date __________________ 20__

Apartment # __________________ Original Date of Purchase __________________

Purchase Price: __________________

Has this apartment ever been subleased to anyone else prior to the current applicant? __

If so, please indicate dates __________________________________________________________

Current Sublease Request Information:

Lease Term: From: __________________ To: __________________

Rent: Monthly: $ __________________ Yearly: $ __________________

Shareholder(s): ________________________________________________

Forwarding Address: ___________________________________________

Home Phone #: __________________ Business Phone #: __________________

Broker's Name: #1 __________________ 2 __________________

Broker's Phone: #1 __________________ 2 __________________
TENANT(S) GENERAL INFORMATION

PERSONAL INFORMATION

Applicant Full Name: ________________________________________

Date of Birth: _______________ Social Security #: _______________

Citizenship: ____________________________

Co-Applicant Name: ________________________________________

Date of Birth: _______________ Social Security #: _______________

Citizenship: ____________________________

Educational and Professional Background:

Applicant: ________________________________________________

Co-Applicant: ______________________________________________

RESIDENCY HISTORY:

PRESENT ADDRESS: ___________________ Amount of Mo. Rent $ __________

Present Phone #: ____________________________________________

Length of Time at Present Address: ____________________________

Present Landlord or Mortgage Holder: __________________________

Reason for Moving: __________________________________________

PREVIOUS ADDRESS: ________________________________________

Length of Time at Previous Address: ____________________________

Previous Landlord or Mortgage Holder: __________________________

Amount of Mo. Rent $ ___________ Reason for Moving: ________________
EMPLOYMENT INFORMATION

Applicant:

Employed by: ____________________________

Period Employed: ____________________ Phone #: __________________

Employer's Address: ____________________________

Position Held: ____________________ Supervisor: ____________________

Co-Applicant:

Employed by: ____________________________

Period Employed: ____________________ Phone #: __________________

Employer's Address: ____________________________

Position Held: ____________________ Supervisor: ____________________

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

In case of a personal emergency, Notify:

Name: ____________________________

Address: ____________________________

Relationship: ____________________________

Applicant Signature: ____________________________ Date ________

Co-Applicant Signature: ____________________________ Date ________
CREDIT REPORT AUTHORIZATION

In order for you to comply with the provisions of Section 606 of the Fair Credit Reporting Act, I authorize you to retain a Credit Reporting Agency, which agency may obtain, prepare and furnish credit reports concerning me.

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

________________________________________  ________________________________  __________________________
Applicant's Signature                  Social Security #                  Date of Birth

________________________________________  ________________________________  __________________________
Applicant's Signature                  Social Security #                  Date of Birth

Date
HOUSE RULES

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

_________________________________________
APPLICANT SIGNATURE

_________________________________________
APPLICANT SIGNATURE

_________________________________________
DATE
DEPARTMENT OF HEALTH
THE CITY OF NEW YORK

NOTICE TO TENANT OR OCCUPANT

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

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment.

OR

if you ask him to install window guards at any time (you need not give a reason).

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

CHECK WHICHEVER APPLY:

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

[ ] WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

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

[ ] WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

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

[ ] WINDOW GUARDS NEED MAINTENANCE OR REPAIR

[ ] WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: ________________________________ (Print)

Tenant’s Name: ________________________________ (Signature)

Tenant's Name: ________________________________ (Address/Apt. No.)

Tenant’s Name: ________________________________ (Date)

RETURN THIS FORM TO:
MAXWELL-KATES, INC.
6TH FLOOR

9 EAST 38TH STREET
NEW YORK, NY 10016

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

*Except windows giving access to fire escapes or a window on the first floor that is required means of egress from the dwelling unit.
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Lessor's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
   (i) ________ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

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

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 lessee 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 ___________________________

Lessee ___________________________ Date ___________________________

Agent ___________________________ Date ___________________________
Authorization Agreement for Pre-authorized payments

Maxwell-Kates, Inc. has a program, ACH Debit, enabling you to have your monthly maintenance/common charges paid directly from your bank account. By enrolling in this direct payment option program, you will eliminate the necessity of writing monthly checks for your monthly charges.

To enroll, you must execute this authorization agreement along with an original, voided check from a checking account to pay your monthly charges. We must have a voided check to obtain the routing number of the bank as well as your account number. Each month you will receive an invoice for your monthly charges. On the 5th of each month, the amount due will automatically be deducted from the account you specified and credited to your building's account. The total amount due will include base charges and any other charges that might be imposed by your building. Your account will be credited on the 5th of the month. If for some reason, the funds are not available on the 5th of the month, your tenant account will be charged back for the monthly charges, the same as if a check was returned. Enrollment in the program, which is optional, will assure payment of your monthly charges even if you are traveling or away for an extended period of time. It will guarantee that no late fees will be assessed on your account as long as the funds are available.

To Maxwell-Kates, Inc.: I want to enroll in the Direct payment option and have my monthly payments deducted automatically from the account associated with the enclosed check. (Please make certain that the check you enclose is from the correct account you want the funds to be drawn from every month).

To my lending institution: I authorize and instruct my lender to deduct the amount of my monthly bill from the account associated with the attached check. Maxwell-Kates, Inc. will notify my lender of the amount to be deducted. If at any time, I decide to discontinue the Direct payment option, I will notify Maxwell-Kates, Inc. in writing.

Signature(s): ____________________________ Date: ____________________________

Print Name(s): ____________________________ Mailing Address: ____________________________

Please attach original voided check here.
(Bring this page to closing)
HOUSE RULES

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

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

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

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

(5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done 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 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.

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

(7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessee or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

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

(9) No velocipedes, bicycles, scooters or similar
vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

(10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

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

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

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

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

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

(16) No bird or animal shall be kept or harbored in the building unless the same in each instance have been 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 leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or the public portions of the building, or on the sidewalks or streets adjacent to the building.

(17) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

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

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

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

(21) Unless expressly authorized by the board of directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 50% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and foyers.

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

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

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

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

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

(27) If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways.

(28) The following rules shall be observed with respect:
(1) All wet debris is to be securely wrapped or bagged in small package size, to fit easily into the hopper panel.

(2) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.

(3) No bottles or cans shall be dropped down the flue before 7:00 a.m. or after 5:30 p.m., but shall be left in neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

(4) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left in service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(5) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scarpings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans, or any other inflammable, explosive or noxious substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(6) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(7) The superintendent shall be notified of any drippings, or moist refuse appearing on incinerator closet floor and corridors.

(8) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner, abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet wall.
wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(30) 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 takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

(31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

(32) No employee of Lessor may be used by any Lessee for the private business of any Lessee without the prior written consent of the Board of Directors having first been obtained in each instance.

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