

SALES APPLICATION

**370 WEST BROADWAY
OWNERS CORP.**

**370 W. BROADWAY
LONG BEACH, NY 11561**

Contact Information:

**Susan Rubin
Transfer Agent
Kaled Management Corp.
7001 Brush Hollow Road Ste: 200
Westbury, NY 11590**

**(516) 876-4800 x 313
Fax (516) 780-8313
Email: Susan@Kaled.com**

Bldg. # 530

9/2024

Application instructions

- Do not bind application
- Do not Staple application or section together
- Do not make double sided copies of any sections
- Do not remove sections provided in application
- Do not include tabs or plastic inserts for each section

Guarantors are not allowed

Gifts are allowed. Bank/notarized gift letter must accompany application

The original application and all submitted documents become the property of the cooperative.

For any foreign documentation included in the application, translated and notarized copy must be included.

For any foreign bank statements included, please provide the most up to date currency conversion. All foreign bank statements require FDIC logo.

All applicants and occupants must attend the interview.

If any party is being represented by a POA, please include a copy of the POA and an affidavit of full force . Please contact your attorney if you have any questions.

Copies of Letters of Testamentary/Administration (not dated less than 6 months), copies of death and stock certificates must be submitted with application.

Please provide one email address/phone # below and advise our office who will be the point person.

Name _____ Phone _____

Email _____

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

In order to protect your privacy please remove/blackout your social security number from each financial institution document inserted into the application.

- Financial condition (net worth)
- Tax returns
- Personal loans
- Bank statements
 - IRA
 - CD's
 - Savings

The Credit Agency Authorization Form AND Criminal Background Check Forms in the application are the only form that requires your Social Security number. These two forms containing your Social Security number will be shredded in our office as soon as we submit the information to the Agency used to obtain your reports.

If you have any questions please contact the Management Office.

ALL SOCIAL SECURITY NUMBERS SHOULD BE REMOVED/BLOCKED OUT FROM TAX RETURNS AND ANY OTHER DOCUMENTS.

- * Submit (2) Two completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Ste: 200 Westbury, NY 11590**. Please allow approximately three (3) weeks for the processing of the application and Board review.
- * All prospective Purchasers and everyone living in the apartment are subject to application review and Board interview and approval. Kaled Management Corp. will contact the prospective purchaser for interview upon receipt of an acceptable credit check and application review. Should a prospective purchaser wish to have an interpreter present at board interview, the Board welcomes such additional individual.
- * Prospective purchasers should be sure to review the Offering Plan and all amendments in addition to those corporate documents while purchasers, in standard contract of sale form, represent they have read.
- *Please submit **ONE (1) ORIGINAL and ONE (1) COPY(complete packages)**
- * Remove your social security numbers from all documents except credit check authorization.
- * Remove your birthdate from all documents except on the original credit check
- * Remove all bank and credit card numbers from all documents

If instructions or incomplete applications are not followed packages will be returned to buyer or broker.

While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors, and its Agents assume no responsibility for expenses or liabilities resulting from any delays in its review.

APPLICATION PACKAGE CHECKLIST:

Please note 80% financing is permitted
No Dogs Allowed

The following items must be included with the application:

1. Purchase Application including financial schedules _____
2. Copy of the fully executed Contract of Sale (Blumberg Contract Form Preferred) _____
3. Copy of the loan commitment letter if purchaser is obtaining a mortgage _____
Note: Packages will not be sent to the Board without commitment letter.
4. Three executed original recognition agreements (Aztec Form only) _____
if sale is being financed.
5. Copy of W-2 forms and federal and state income tax forms (first 2 pages only) _____
for prior two (2) years.
(Please remove social security # and birthdate)
6. Letter from landlord or managing agent stating you monthly rent _____
or maintenance, length of tenancy & amount of rent paid. (Previous landlord
if living at current resident less than one year) If applicant is selling
a residence, please provide copy of pending sale or copy of
closing statement.
7. Letter of employment from the Human Resources Manager or _____
Personnel Director, stating length of employment, title, & salary.
(Salary must be disclosed). Two (2) most recent pay stub from latest payroll check.
If employed less than one year please attach letter from previous employer.
If applicant is retired, copies of pension or social security award letters.
If applicant is self-employed, a letter from accountant stating annual
income and net worth. Please attach latest balance sheet & profit & loss statement.
8. (2) two letter of personal reference letters. (non-related parties). _____
9. (3) three months most recent bank statement. _____
(Remove account numbers)
10. Credit Check Authorization for each purchaser. _____

11. Smoke Detector rider, Sprinkler form, _____

12. Signed receipt for House Rules _____

13. Purchaser must have evidence of Homeowners insurance at closing _____

*** The board of directors may require additional information.**

Required Application Fees – (All fees to be paid by Certified Check or Money Order)

- * Enclose a check in the amount of \$600.00 payable to Kaled Management Corp., for administration fee. (purchaser)
- * Credit check fee of \$200.00 per person payable to Kaled Management Corp. (purchaser)
- * Recognition agreement fee in the amount of \$200.00 payable to Kaled Management Corp. (purchaser)
- * Application fee \$350.00 payable to 370 West Broadway Owners Corp. (purchaser)
- * Move in deposit of \$500.00 payable to 370 West Broadway Owners Corp. refundable, if there are no damages during the move in and the house rules were not violated. (purchaser)

Fees to be paid at closing

- * Transfer Tax Stamp fee of \$.05 per share payable to Kaled Management Corp. (seller).
- * Closing fee \$600.00 payable to Kaled Management Corp. (seller).
- * Flip tax in the amount of \$8.00 per share payable to 370 West Broadway Owners Corp. (seller)
- * Move out deposit of \$500.00 payable to 370 West Broadway Owners Corp. is refundable, if there are no damages during the move out and the house rules were not violated. (seller)
- * Closing attendance fee \$75.00 payable to Susan Rubin (purchaser)
- * Closing attendance fee \$75.00 payable to Susan Rubin (seller)

Purchase Application

Application is herewith submitted for the purchase of _____ shares of common stock of 370 West Owners Corp., and for the right of residency in apartment # _____.

Seller's Name(s): _____

Seller's Attorney's Name: _____

Address: _____

Telephone Number: _____ **Email:** _____

1. **Applicant's Name:** _____

2. **Social Security (last 4 digits):** _____

3. **Home Address:** _____

3. **Home Telephone #:** _____ **Cell#** _____

4. **Email:** _____

5: Applicant Employee

Present Employer: _____

Business Address: _____

Telephone Number: _____

Current salary: _____

Length of Employment: _____

Persons to contact for reference: _____ **Telephone:** _____

6. **Co- Applicant Name:** _____

7. **Social Security # (last 4 digits)** _____

8. **Co-Applicant Home Address:** _____

9. Co-Applicant Home Telephone Number: _____ Cell# _____

10. Email: _____

11. Co-Applicant Employee:

Present Employer: _____

Business Address: _____

Telephone Number: _____

Current salary: _____

Length of Employment: _____

Persons to contact for reference: _____ Telephone: _____

12. Estimated Annual Income from employment(s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

13. If Self-Employed please indicate the following for reference:

Name of Accountant: _____

Address: _____

Phone number: _____

Income:

Annual Salary: _____

Fees/Commissions: _____

Interest: _____

Dividends: _____

Other: _____

14. Does applicant/co-applicant wish to maintain any pets? _____

If so, specify the type and number: _____

15. Please list name and relationship of each person who will reside with you in the apartment:

Name	Relationship
_____	_____
_____	_____
_____	_____

16. Will you live in the apartment as your primary residence? _____

17. When will you move in: _____?

18. Do you intend to use the apartment to any extent for professional or business purposes?

If so, state full details: _____

19. References:
List two references

1. Name _____

Address _____

2. Name _____

Address _____

20. Present Landlord:

Name _____

Address _____

Dates of Occupancy: From: _____ to _____

Rent: _____

21. Previous Landlord (if at present residence less than five years):

Name _____

Address _____

Dates of Occupancy: From: _____ **to** _____

Rent: _____

****Please have landlord reference letter included in package****

22. If you know any persons presently residing at Lafayette Owners Corp?

Please list their names: _____

23. Address of all additional residences owned or leased:

24. Applicant's Attorney's Name: _____

Address: _____

Telephone Number: _____

25. Real Estate Agent's Name: _____

Address: _____

Cell phone Number: _____ **Email:** _____

26. Financial (Applicant/Co-Applicant)

Bank (Personal Account) _____

Address: _____

Type of account: _____

Bank Address: _____

Type of account: _____

27. If you intend to finance part of the purchase price with a loan, please state lender, amount of loan and monthly payment. _____

28. Are you party to any litigation? If so, please state the circumstances.

29. Have you ever been involved in a non-payment proceeding. If so, state the circumstances.

30. Are there any tax liens outstanding against you? If so, please state the circumstances.

31. Are there any other liens outstanding against you? If so, please state the circumstances.

I declare that I have examined this application and to the best of my knowledge, it is true, correct, and complete. I acknowledge receipt, read, and agree to adhere to the House Rules of 370 West Broadway Owners Corp.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

ASSETS AND LIABILITIES STATEMENT

Applicant's Name _____
 Statement of Financial Condition as of the _____ day of _____, 20____

ASSETS		LIABILITIES	
Cash in bank (attach bank statements)	\$	Notes Payable	\$
Down payment on contract (if paid)		Mortgages payable	
Securities (Stocks & Bonds - attach statements & schedule F)		Unpaid Real Estate Taxes	
Cash value of life insurance, less any loans		Unpaid Income Taxes	
Investment in own business		Accounts Payable	
Real Estate Owned		Outstanding Credit Card Balances	
Vested Interest in Retirement Fund (include IRAs and 401Ks)		Student Loans	
Automobile (make and year)		Other Liabilities (itemize)	
Loans and Notes Receivable			
Personal Property and Furniture			
Other Assets (itemize)			
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH (excess of assets over liabilities)	\$
Contingent Liabilities (personal guarantees or potential liabilities)	\$		

The foregoing statements and details pertaining thereto, 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 _____

 Signature of Applicant

 Signature of Applicant

YEARLY INCOME AND EXPENSE STATEMENT

Instructions: If the income tax statement you submit with this application is for the *prior calendar year*, then complete this form for the current calendar year only. *If you have not submitted* a filed income tax statement for the prior calendar year, please complete two forms; one for the preceding year and one for the current year.

Applicant's Name _____

INCOME		EXPENSES	
Salary (or earned income)	\$	Mortgage Payments	\$
Bonus and Commissions		Real Estate Taxes	
Real Estate Income (Net)		Rent/Co-op/Condo Maintenance	
Share of partnership income (loss)		Loan or Note Payments	
Business Income (Net) Sole Proprietorship		Auto Loan/Lease Payments	
Dividends		Insurance Premiums	
Interest		Tuition Expenses(Student Loans)	
Pension (IRA, Keogh)		Charitable Contributions	
Social Security		Medical (unreimbursed)	
Investments (describe)		Alimony, Child Support,	
		Living Expenses (food, clothing, utilities, etc.)	
Other Income (itemize)		Credit Card Payments	
		Investment Expenses	
		Pension (IRA, Keogh)	
		Other Expenses (itemize)	
TOTAL INCOME	\$	TOTAL EXPENSES	\$

List any unsatisfied judgments or legal actions pending against you and the amounts involved _____

Have you ever gone through bankruptcy or other insolvency proceedings? _____

Date _____

Signature of Applicant

Signature of Applicant

		\$
Total - Amount must match amount stated under Assets		\$

SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Securities		\$

Re: Sale of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address: _____

In connection with my purchase of property, I authorize the procurement of a credit report of myself. I further authorize a credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and responsibility doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested. Further information may be available upon written request within a reasonable period.

Signature

Dated

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

In order to comply with the provision of Section 6.06 (A) of the Federal Fair Credit Reporting Act, I hereby authorize any individual, company, or institution to release to Kaled Management Corp. and/or its representative any and all information that they have concerning any Criminal/Litigation activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name: _____ Date of Birth: _____

Signature: _____

Social Security #: _____

Print Name: _____ Date of Birth: _____

Signature: _____

Social Security #: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Applicants' Release

Re: Building Address: _____

Apartment # _____

The undersigned applicant(s) is (are) applying to purchase/sublease the above referenced apartment.

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

Applicant acknowledges that the application to purchase/sublet 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 application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.

The applicant(s) releases both the cooperative corporation and Kaled Management Corp. 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 applicants shall be liable for all cost and expenses (including attorney's fees) incurred by the cooperative, transfer agent and/or managing agent.

Applicant _____

Applicant _____

Date: _____

THE REAL ESTATE BOARD OF NEW YORK, INC.
SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased Premises")

Date of Lease: _____

CHECK ONE:

1. There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. There is a Maintained and Operative Sprinkler System in the Leased Premises.
 - A. The last date on which the Sprinkler System was maintained and inspected was on _____.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Purchaser: Name: _____

Signature: _____

Date _____

Owner: Name: _____

Signature _____

Date _____

Board of Directors

MEMO

Re: Contact Information

House Rules require each shareholder to provide contact information for use in an emergency or for any other reason when management needs to contact a resident.

Thank you in advance for your anticipated cooperation.

Name(s): _____

Apt. Number: _____

Email: _____

Home # _____

Cell # _____

Emergency Contact-Name and # _____

370 WEST BROADWAY OWNERS CORP.

We understand and acknowledge that 370 West Broadway Owners Corp. does not allow washer & dryers at no time during ownership and or sublease of the apartment

Seller: _____ Apart# _____ Date: _____

Seller: _____ Apart# _____ Date: _____

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

State: New York
County:

Sworn to before me this
day of 20____.

Notary: _____

370 WEST BROADWAY OWNERS CORP.

"WE UNDERSTAND AND ACKNOWLEDGE THAT 370 WEST BROADWAY OWNERS CORP. DOES NOT ALLOW DOGS, AND WE WILL NOT HARBOR ANY DOGS IN THE APARTMENT AT ANY TIME DURING THE OWNERSHIP OF THE APARTEMNT"

BY: _____

BY: _____

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET:
UNIT OR APARTMENT NUMBER:
CITY/TOWN/VILLAGE:
STATE:
ZIP CODE:

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

YES

NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;

B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);

C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);

D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);

E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);

F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);

G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);

H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law);

I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent

retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);

___J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);

___K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

___L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);

___M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);

___N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

___A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:

___B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

___B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

___A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

___B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

___C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):

___D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):

___E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):

___F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

___G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law);

___H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law);

___I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law);

___J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law);

___K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

___L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law);

___M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law);

___N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law);

I acknowledge receipt of the Good Cause Eviction Law Notice

Tenant

Date

Tenant

Date

370 WEST BROADWAY OWNERS CORP.

370 West Broadway

Long Beach, New York 11561

Tel: 516-889-7156

HOUSE RULES

1. Residents are specifically cautioned that their right to make any addition, change or alteration to the exterior or interior of any portion of the building, including terraces, requires the written consent and approval of the Board of Directors and The Management Corp. All Shareholders that make or do any renovations without the approval of the Board of Directors will be fined Two Thousand Dollars (\$2,000.00).

2. Air conditioners shall be installed only into wall sleeves provided for same and not in windows. In addition, fans or other devices are not to be installed or placed in windows.

3. A. Occupants shall maintain their terraces in a neat and orderly condition and shall not use terraces as storage space. No additional dividers of any type are allowed on terraces. No enclosures can be installed on any terrace.

B. No bicycles, surf boards or storage containers can be stored on any terrace.

C. Occupants with terraces shall not place items on their terraces in a way that such items (e.g. including but not limited to furniture, flower pots, or other miscellaneous objects) become a hazard or safety issue.

D. No articles shall be hung or shaken from terraces. Hanging blankets, sheets, or any clothing from terraces is prohibited. Throwing cigarettes, matches, tissues, water or trash or debris of any form from terraces is prohibited; instead use proper disposal methods and containers.

E. No item may be attached or erected to a terrace wall, ceiling, or floor (e.g. including but not limited to fences, flower boxes, tiles, carpeting, etc.). No holes can be made on the terrace floor, ceiling, or walls. Anything so erected or so attached will be subject to removal at the full expense of the Occupant and in accord with the rules of the proprietary lease.

F. No items may be attached to or hung over the terrace railings, posts, glass, or divider (e.g. including but not limited to flower pots, flower vines, banners, lighting, etc.) Holiday lighting is allowed starting from December 1st of any year and must be removed by January 15th of the following year. No holiday lights may be attached to the divider.

G. No items may extend beyond the terrace railing.

4. Gas and/or charcoal grill barbecue cooking is prohibited on any terrace, the sun deck, roof or any other common area of the building by order of the Long Beach Fire Department. Only electric grills are permitted on terraces.

5. No articles shall be placed in the halls or on staircase landings nor shall anything, including but not limited to laundry, be hung or shaken from windows or roof, or placed upon window sills, ledges, if any, of the building. Hanging blankets, sheets, or any clothing from the windows is prohibited. Throwing cigarettes, matches, tissue, water or any form of trash or debris from the windows is prohibited; instead, use proper disposal methods and containers.

6. No one is allowed on the roof.

7. There shall be no television antennas attached to windows or the roof except for the master antenna provided by the building.

8. Washing machines are prohibited in all apartments.

9. No parking in driveway (east side of building) except for loading and unloading packages. NO EXCEPTIONS.

10. Garage parking shall be leased on a monthly basis and is restricted solely to shareholder/tenants of record and who are in actual occupancy of their apartment for at least 6 months out of 12 months of any particular year. Garage parking is not transferable when subletting an apartment. Garage spaces are not transferable upon selling an apartment. No trucks or commercial vehicles shall be parked in the garage. The car must be parked in its assigned space, except for loading and unloading. Garage parking is forfeited upon subletting.

11. Any shareholder that is in arrears in maintenance, garage fees, and/or any other fees, penalties and/or fines duly owed to the co-op for two or more months shall lose garage space privilege and be placed at the end of the garage space waiting list.

12. Any vehicle parked illegally in the garage will be subject to being towed from the garage by a private towing company. The violator assumes any and all risks for said vehicle. The violator is responsible for paying all fees for towing and/or storage of said vehicles. 370 W. Broadway Owners

Corporation shall not be responsible for damages to said vehicle should damages occur while illegally parked due to towing or storage.

13. Residents, their families, guests, employees or visitors shall not make or permit any disturbing noises in their apartment or any other part of the building and/or permit anything to be done that will interfere with the rights, comforts, quiet enjoyment or convenience of other residents.

14. Pet ownership restricted. If any animal or pet causes disturbing noises or smells which interferes with the rights, comforts, quiet enjoyment or convenience of other residents, the Board of Directors may require that such animal or pet be removed from the property. In no event shall any animal or pets be permitted in any public portion of the building unless carried. No pigeons or other birds or animals shall be fed from the windowsills, terraces or in the sun deck or other public portions of the building, or on sidewalks or street adjacent to the building.

15. **NO DOGS ALLOWED.**

16. Employees of 370 West Broadway Corporation must use their time during regular working hours for the benefit of 370 West Broadway Corporation. Employees are prohibited from performing private work for residents on regular work days between the hours of 7:00 a.m. and 4:00p.m., whether the private work is on or off the property.

17. Complaints regarding the service of the building are to be made to the management company.

18. All residents must supply Superintendent with key(s) to apartment for use in emergencies. Directors, Managing Agent and/or Superintendent may enter any apartment for emergencies or upon reasonable notice, at any reasonable time of day for inspection or for performance of work that may be reasonably required. (See proprietary Lease).

19. The Sky Room is available for use only by resident(s) and no more than 15 of their guests including resident(s) at no charge. Lighting in the Sky Room will be turned off unless Superintendent is advised in advance of use by resident(s). Said resident(s) will then be held responsible for closing windows and/or lights. Sky Room closes daily at 11:00 p.m.

20. Residents may rent the Sky Room for a private party of 16 to 75 guests. Permission to rent the Sky Room must be obtained from the Board of Directors upon application at least one month in advance of the rental date. A rental agreement shall be signed by the resident(s) and the resident(s) shall adhere to all requirements and obligations contained within rental agreement and the House Rule herein. The rental fee is Three Hundred Dollars (\$300.00) plus a refundable security deposit of Two Hundred Fifty Dollars (\$250.00). Both fees are payable in advance. The resident(s) shall also be responsible for cleaning, garbage removal, any damages resulting from the rental, returning the room to its original condition and for closing windows and/or lights.

21. Covering for Living Area Floors: Eighty percent (80%) of the living area floors in each apartment unit must be covered with either area rugs or wall-to-wall carpeting. Bathroom floors and kitchen floors are excluded.

22. The basic character of 370 West Broadway Owners Corporation shall be an apartment building with owners in residence. Apartment purchases can only be made with the intent of using the apartment as either a primary or secondary residence for at least two years. After the second year, the apartment can be rented (sublet) for one-year intervals under the provisions of the Proprietary Lease (any rental is subject to approval by the Board of Directors and the rental can be for a term of only one year at a time). Under no circumstance can an apartment be sublet for more than two (2) years out of any five (5) year period.

23. Moving policy:

A. A deposit in the amount of Three Hundred Dollars (\$300.00) must be posted to move into or out of the building. After the move is completed, a refund will be made by mail if there are no damages.

B. The policy applies equally to tenant-shareholder (apartment owners) and sublet tenants.

C. Cost of repairs for any damages occurring during the course of a move will be deducted from the deposit. Damages exceeding the amount of the deposit will be the responsibility of the tenant shareholder (apartment owner).

D. If the resident is a new tenant-shareholder moving into the building the deposit is payable at closing. A sublet tenant moving into the building or any current resident moving out of the building will present a Certified Check or Money Order as the deposit to the management company.

E. The management company and Superintendent must be given notice at least 48 hours in advance of any move-in or move-out date.

F. The Superintendent and/or porter must be present during a move. This is required for building security and to avoid possible damage to common areas including but not limited to carpeting, walls, elevators, floors, doors etc.

24. A. No tenant/shareholder may sublease his/her/their apartment without the prior written consent of the Board of Directors.

B. Any and all new sublet agreements or leases for apartments that are currently not under a valid existing sublease or valid renewal of a previously entered into sublease shall only be entitled to sublease for any two years within a five-year period.

C. Under all instances, the subleases must be renewed prior to its anniversary and is renewable only for one year at a time and is, in all instances, subject to Board approval.

- D. In addition to the management company's application fee, there will be a \$750 fee payable to the Cooperative for each new approved sublease. This fee is charged to the shareholder and is collectible prior to the subtenant taking possession and will be charged for each new approved subtenant.
- E. Upon approval of the sublet lease or agreement, the apartment owner shall remit to the cooperative corporation or managing agent the additional amount of twenty (20%) percent of the monthly maintenance charge billed to the apartment owner per month as the sublet fee for as long as the subtenant resides in the premises.
- F. An agreement from the shareholder acknowledging the \$750 upfront fee and the 20% monthly fee must accompany the initial application package.
- G. A copy of the "House Rules" signed by the proposed subtenant must accompany the application package.
- H. Shareholders must live in their apartments for a minimum of two years before they will be permitted to sublease.
- I. No Shareholder is permitted to sublease more than one apartment at a time.
- J. If Landlord/Shareholder is in arrears in maintenance for at least 30 days, then management/corporation/agent may notify the Landlord/Shareholder and the sub-Tenant that rent due under the sub-lease is payable directly to the management company. Such notification shall be made by certified mail, return receipt requested and regular mail to Landlord/Shareholder and Tenant at last known addresses. Such notice will give a 10-day period to cure arrears in maintenance. Thereafter, all lease payments by sub-Tenant will be made directly to the management company until the end of the lease term. There will be a \$25.00 per month handling charge by the management company to Landlord/Shareholder. The balance of lease payments by sub-Tenant after reduction for maintenance, late fees, legal charges and other fees shall be returned to Landlord/Shareholder within 30 days of the Corporation's receipt of said cleared lease payment funds from sub-tenant.
- K. Applications for the sublet of an apartment must be submitted at least one month in advance to the management company and the Board of Directors. For example, if your lease date is to be July 1st, your sublet application must be complete and submitted no later than June 1st. This is necessary for the review and interview process. All prospective subtenants and owners must be interviewed. Contact the management company for applications.
- L. No applicants for a sublet are to move into the apartment PRIOR to Board approval. Any owner that violates this House Rule and allows a tenant to occupy the apartment without Board approval will be fined One Thousand Dollars (\$1,000.00) per month. Eviction proceedings will be commenced in accordance with the terms of the proprietary lease and the law.

25. 370 West Broadway Owners Corp. acknowledges that exposure to second hand smoke is hazardous to the health and welfare of persons exposed to such smoke; is disturbing to and interferes with the rights, comfort and quiet enjoyment of persons so exposed; and may constitute a breach of the warranty of habitability guaranteed to all residents under New York State Law.

A. The prohibitions in proprietary lease paragraph 4.5 against permitting unreasonable odors to escape into the Building or interfering with the rights of residents are violated by allowing smoke from any source to escape from an apartment and/or apartment terrace into any other apartment, apartment terrace, or into any common area of the Building.

B. Smoking in any common area of the Building, including the garage, lobby, Sky Room, roofs, common sun deck, stairways and hallways is prohibited.

C. The term "smoking" includes inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, electronic smoking device, hookah, or any other lighted tobacco or plant product, whether natural or synthetic. The term "smoke" includes the products of any of the foregoing forms of "smoking" and is an "unreasonable odor" as such term is used in proprietary lease paragraph 4.5.

D. Violation of the provisions of this House Rule may be treated as an event of default under the proprietary lease. In addition to the remedies provided for in the proprietary lease for events of default, including termination of the proprietary lease under proprietary lease paragraph 6, the Board of Directors may, as authorized by proprietary lease paragraph 4.4.3, impose fees and charges for any such violations including \$100.00 for the first violation, \$250.00 for the second violation, \$500.00 for any subsequent violations plus any costs or charges incurred by the Corporation to enforce this House Rule provision. Such charges and costs are treated as Additional Rent by the proprietary lease.

E. The Corporation may use its right of access to each apartment as provided for in proprietary lease paragraph 3.5 to determine the source of smoke emanating into other apartments or into common areas.

26. Unless otherwise stated in any other provision herein, any shareholder in violation of any of the House Rules will be fined Two Hundred and Fifty Dollars (\$250.00) for a first infraction, Five Hundred Dollars (\$500.00) for a second infraction, and One Thousand Dollars (\$1,000.00) for a third and all subsequent infractions.

27. Maintenance payments received after the 10th day of the month will be subject to a \$75.00 late charge.

28. No electric bicycles, scooters, or similar e-mobility devices or vehicles using lithium-ion batteries (an "LI Vehicle") are permitted in any apartment, on the terraces, balconies or any other spaces appurtenant to an apartment, or in the common areas of the building (including but not limited to the public halls, garage, lobbies, elevator, vestibules and stairways) (collectively, the "Premises"). As such, no Shareholder shall permit any LI Vehicles (whether belonging to the Shareholder or to their guests, employees, agents, visitors, tenants, lessees, or licensees) (collectively, "Guests") to be brought into, kept, charged or stored in the Premises. In the event a violation of the foregoing policy results in a fire at the Premises, the Shareholder who brought the LI Vehicle into the Premises or whose Guests brought the LI Vehicle into the Premises, shall be responsible for the damage resulting from the fire.

29. The failure of enforcement of any of the House Rules herein shall not be deemed a waiver of said rule or of the right to future enforcement of these House Rules.

30. The House Rules herein shall be interpreted and construed so as to effectuate their general purpose.

31. Future revisions and/or amendments to the House Rules shall be sent to all shareholders by regular mail at their 370 W Broadway, Long Beach, NY address.

REVISED AND AMENDED DATES:

07/85 R&A

12/86 R&A

02/87 R&A

04/87 R&A

07/88 A

11/88 A

09/95 R&A

09/98 R&A

10/99 R&A

04/00 R&A

03/02 R&A

06/18 R&A

03/19 R&A

12/22 R&A