

SUBLET APPLICATION
370 West Broadway Owners Corp.

**370 W. Broadway
Long Beach, NY 11561**

Contact Information:

**Ms. 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
Susan@Kaled.com**

Bldg. # 530

9/2024

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.**

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.

SUBLET REQUIREMENTS – 370 WEST BROADWAY OWNERS CORP.
APPLICATION PACKAGE CHECKLIST:

The following items must be included with the application:

1. Sublet Application _____
2. Sublease Agreement (signed by both parties) (only one year) _____
3. Reference letter from previous landlord _____
4. Two (2) personal letters of reference and one (1) business reference _____
5. Copy of W-2 form and federal income tax first two (2) pages one (1) year _____
6. Letter from employer indicating length of employment and current salary _____
7. Current pay stub _____
8. Copies of most recent bank and investment statements _____
9. Credit Check authorization _____
10. Carbon Monoxide signed and notarized and sprinkler form _____

Please remove your social security number from all documents except credit check

Applications for sublet must be submitted at least one month in advance to the management Company. For example, if lease is dated July first (1) then you must submit no later than June first (1). This is necessary for review and interview process.

Under no circumstances can an apartment be sublet for more than (2) two years out of (5) five-year period.

All prospective Subtenants are subject to interview and approval by the Board of Directors. All persons who will be residing in the premises must attend the interview.

Fees Required at time of application– (All fees to be paid by Certified Check or Money Order)

- * Subtenant to pay an Administration Fee in the amount of \$600.00 payable to Kaled Management Corp.
- * Subtenant to pay a Credit Check Fee of \$200.00 per person payable to Kaled Management Corp.
- * Shareholder to pay a non- refundable application fee of \$750.00 payable to 370 West Broadway Owners Corp. Must come with the application
- * Shareholder will be billed monthly a sublet fee of 20% of the monthly maintenance as long as the subtenant resides in the apartment.
- * Shareholder will be billed a \$200.00 renewal fee payable to Kaled Management Corp
- * Subtenant to submit move-in deposit of \$500.00 payable to 370 West Broadway Owners Corp. which is refundable after move-in, upon complete compliance with the House Rules. Costs associated with any damage to common elements of the building will be deducted from the deposit.
- * Owner to submit a move-out deposit of \$500.00 payable to 370 West Broadway Owners Corp., which is refundable after move-out, upon complete compliance with the House Rules. Costs associated with any damage to common elements of the building will be deducted from the deposit.

Please remove your social security number from all documents except credit check

Submit one (1) original and one (1) copy of the complete application package to:

Ms. Susan Rubin
Kaled Management Corp.
7001 Brush Hollow Road Ste 200
Westbury, NY 11590

Any incomplete application packages will be returned.

Applications for sublet must be submitted at least one month in advance to the management Company. For example, if lease is dated July first (1) then you must submit no later than June first (1). This is necessary for review and interview process.

SUBLEASE APPLICATION

Application is herewith submitted for the right of subletting Apartment # _____.

Applicant Name: _____

Social Security (last 4 digits): _____

Address: _____

Cell Number(s) () _____ () _____

Email: _____

Employer's Name: _____

Employer Address: _____

Occupation: _____

Length of Employment: _____

Present Amount of Monthly Rent: \$ _____ **Mortgage:** \$ _____

Name of Landlord and Telephone: _____ () _____

Length of Residency: _____

Reason for Leaving: _____

Co Applicant Name: _____

Social Security (last 4 digits): _____

Address: _____

Cell Number(s) () _____ () _____

Email _____

Employer's Name: _____

Employer Address: _____

Occupation: _____

Length of Employment: _____

Present Amount of Monthly Rent: \$ _____ **Mortgage:** \$ _____

Name of Landlord and Telephone: _____ () _____

Length of Residency: _____

Reason for Leaving: _____

Owner(s) Name(s): _____

Telephone Numbers - Home: () _____ **Work:** () _____

Name of all persons who will reside in the apartment and, if children, their ages:

<u>Names of Adults</u>	<u>Names of Children</u>	<u>Ages of Children</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of all residents in the building known by applicant:

Number and type of pets that will live in apartment. No dogs.

List any musical instruments played by Applicants and the extent they are played at home:

Address, brief description, and future plans for any additional residence owned or leased:

Provide whatever information you wish to demonstrate your ability to pay the monthly sublet charges.

APPLICANT 1:

Annual Salary (Attach copies of last two W-2 forms and one recent paycheck stub):

Other income (specify source and amount):

APPLICANT 2:

Annual Salary (Attach copies of last two W-2 forms and one recent paycheck stub):

Other income (specify source and amount):

Total Combined Income from All Sources:

Use this space to describe any additional information in support of your application:

Broker Involved: _____ **Cell phone number** _____

Email _____

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

Signature of Applicant: _____ **Date:** _____

Signature of Co-Applicant: _____ **Date:** _____

New York City Department Of Health
125 Worth Street, Room 222A
New York, N.Y. 10013
(212) 566-808

AFFIDAVIT OF COMPLIANCE WITH
CARBON MONOXIDE/SMOKE DETECTOR REQUIREMENT
FOR DWELLINGS

State of New York)

) SS

County of)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor of the real property or of the cooperative corporation owning real property located at:

Street Address Unit/Apt.

_____ New York, _____, _____ (the "Premises")
Block Lot

That the premises is a one or two family dwelling, or a cooperative apartment or condominium unit and installed in the Premises is an approved and operational carbon monoxide detector of such manufacture, design and installation standards as established by the State of New York Fire Prevention and Building Code Council.

The grantor is in compliance with Subdivision 5(a) of Section 378 of the New York State Executive Law. (The signature of at least one grantor is required and must be notarized).

Name of Shareholder (Type or Print)

Name of Subtenant (Type or Print)

Signature of Shareholder

Signature of Subtenant

Sworn to before me
This ____ date of ____ 20 ____.

Sworn to before me
This ____ date of ____ 20 ____.

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.
This Affidavit of Compliance with Carbon Monoxide/Smoke Detector Requirement is for informational purposes.

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

In connection with my transfer/ purchase/sublet of property. I authorize the procurement of a credit report on myself. If further authorize all 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 of time.

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) submitting an application 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 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: _____

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: _____

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.

Subtenant: Name: _____

Signature: _____

Date _____

Shareholder: Name _____

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

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

SCHEDULE A - REAL ESTATE OWNED

[illegible]

SCHEDULE B - NOTES PAYABLE

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

SCHEDULE C - ACCOUNTS PAYABLE (include credit card balances and student loans here)

[illegible]

SCHEDULE D

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

*Including Letters of Credit and Surety Bonds

SCHEDULE E - SCHEDULE OF CASH IN BANKS - INCLUDE CD'S AND MONEY MARKET ACCTS

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

SCHEDULE F - SECURITIES (STOCKS AND BONDS)

[illegible]

		\$
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		\$

SUBLEASE AGREEMENT*ONE YEAR ONLY*

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:	Term: from: 19 to: 19 A copy of the Over-Lease is attached as an important part of the Sublease.
Premises rented:	1. ending: years: months: Beginning: 19 2.
Use of premises:	3. The premises may be used for
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 Over-Lease and exceptions:	11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these: a) These numbered paragraphs of the Over-Lease shall not apply: b) These numbered paragraphs of the Over-Lease are changed as follows:

No authority: 12. You, the Undertenant, have no authority to 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.

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

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

Signatures:

OVERTENANT:

.....

.....

You, the UNDERTENANT:

Witness:

.....

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

19

**Guarantor
and address:**

**Reason for
Guaranty:**

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

Guaranty:

2. The following is my Guaranty:
I 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.

**Changes in
Sublease have
no effect:**

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.

Waiver of notice:

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

Performance:

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

Waiver of jury trial:

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

Changes:

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

Signatures:

GUARANTOR:

WITNESS:

.....

STATE OF
On

COUNTY OF ss.:
19 before me personally appeared

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.

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

Shareholder _____ Apart# _____ Date: _____

Shareholder: _____ Apart# _____ Date: _____

Subtenant: _____ Date: _____

Subtenant:: _____ Date: _____

State: New York
County:

Sworn to before me this
day of 20____.

Notary: _____

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