

SUBLET APPLICATION

FOREST HILLS CHATEAU CORP.

58-03 Calloway Street

Corona New York 11368

Contact Information:

Ms. Barbara Robertson

Transfer Agent

Kaled Management Corp.

7001 Brush Hollow Road Ste: 200

Westbury, NY 11590

(516) 876-4800 x 340

Fax (516) 780-8340

Barbarar@kaled.com

Bldg. # 346

**SUBLET APPLICATION
FOREST HILLS CHATEAU CORPORATION**

PLEASE EITHER TYPE OR PRINT CLEARLY. NO DOUBLE SIDED COPIES OR STAPLES.

- **A shareholder must own an apartment for three (3) years and be an owner in good standing before any sublet will be considered by the Board of Directors.**
- Please note that only one (1) year leases are permitted by the Board of Directors.
- No pets are permitted by the subtenants in the building.
- Subletting is limited to no more than three one-year term
- Everyone over (18) Eighteen residing in apartment must complete an application.

Please submit **One (1) Original** complete application to Barbara Robertson. **(NO DOUBLE SIDED, STAPLES OR BINDING)**

Any incomplete applications will be returned. **Social Security #'s to be removed from all documents except credit/criminal check.**

DOCUMENTS NEEDED:

1. Fully executed Sublease agreement (enclosed) together with required Lead-based paint rider.
2. Copy of current Driver's License (Photo I.D.)
3. Letter of employment from the Human Resources Manager or Personnel Director Verifying length of employment, title and salary. If applicant is retired copies of pension or social security award letters should be provided. If self-employed a letter from the accountant verifying annual income and net worth is required.
4. Two (2) business (client, coworker or business associate) and Two (2) personal letters of reference (married couples may combine personal letters).
5. Letter from current landlord on company letterhead verifying length of residency and amount of rent. If applicant is selling a residence include a copy pending contract of sale or listing agreements.
6. Copy of one (1) month's most recent pay stubs (if applicable).
7. Two (2) years full tax returns including W-2 or 1099's and all schedules.
8. Proof of Homeowner and Renters Insurance from subtenant.
9. Signed Window Guard Rider Sprinkler disclosure.

Please note that each of items 2, 3,4,5,6 and 7 must be submitted for each applicant (i.e. Husband, wife, and roommates)

Additional information may be required.

Required Fees: (All fees must be made payable by Certified Check or Money Order)

- * Enclose check in the amount of **\$500.00 payable to Kaled Management Corp.**, for administration fee. Non-refundable (Applicant)
- * Enclose check in the amount of **\$100.00 payable to Kaled Management Corp.**, for Credit Check Fee (per person). Non-refundable (Applicant)
- * A move-in deposit of **\$500.00 payable to Forest Hills Chateau**. Cost to repair damage in the common area or elevator, etc. will be deducted from the move-in deposit. Should damage costs exceed the deposit the applicant will be billed accordingly. (Applicant)
- * Enclose check in the amount of **\$225.00 payable to Forest Hills Chateau**, for application fee. Non-refundable (Applicant)
- * \$_____ Non-Refundable annual Sublet (calculated at one month's maintenance) payable to Forest Hills Chateau Corporation. (Shareholder)
- * Submit completed package to: **Ms. Barbara Robertson / Kaled Management, 7001 Brush Hollow Road Suite: 200, Westbury, NY 11590.**
- * All proposed sub-tenants are subject to Board interview and approval. We will contact the prospective sub-tenant for interview upon receipt of an acceptable credit check.
- * Any package not submitted in its entirety will be returned. You must allow at least three (3) weeks for processing of the application.
- * Please note Board interviews are conducted the Second Monday of each month.
- * **Social Security #'s to be removed from all documents except the original credit/criminal check**

SUBLET APPLICATION CHECKLIST

- Completed Application _____
- Credit/Criminal Check Authorization _____
- Window Guard Form _____
- Lead Paint Rider _____
- Sprinklers _____
- Paystubs _____
- W-2's and Income Tax Statements _____
- Sub-Lease Agreement _____
- Letters of Recommendation _____
- Employment Letter and pay stubs _____
- Move In/Out Checks _____
- Credit Check Fee _____
- Processing Fee _____
- Collated Copies of Completed Package _____

ALL PURCHASERS OR INDIVIDUALS (OVER THE AGE OF 18) WHO ARE TO RESIDE IN THE APARTMENT, AS WELL CO-PURCHASERS AND GUARANTORS MUST COMPLETE AND SIGN THE ENCLOSED CREDIT/CRIMINAL AFFIDAVIT.

PLEASE MAKE ADDITIONAL COPIES OF THE FORMS IF NEEDED.

PHOTO ID OF ALL MUST BE PRESENTED AT TIME OF INTERVIEW.



management corp.

CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 876-4800
FAX: (516) 876-6812

WWW.KALED.COM

ASSET MANAGEMENT
757 THIRD AVENUE
SUITE 2028
NEW YORK, NY 10017
TEL: (212) 376-5508

EMAIL: INFO@KALED.COM

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.**

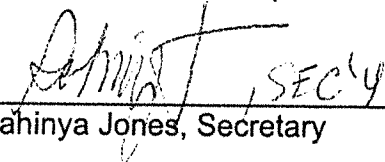
RESOLUTION OF FOREST HILLS CHATEAU CORP.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Forest Hills Chateau Corp. at a Board of Directors' meeting held on November 9, 2022:

"A new policy which requires all residents to submit proof of their Homeowners Insurance Policy within a reasonable time frame or they will acquire a monthly fee on their account. This policy was approved by the Board of Directors and will be strictly enforced."

Shareholder ownership of the apartment extends from the exposed area of the walls into the apartment. This includes fixtures, cabinets and interior of cabinets, interior of closets, and reachable plumbing. Your cooperative homeowner's insurance policy should cover all personal items as the cooperative does not cover contents or personal property in apartments at any time.

Forest Hills Chateau Corp.

By: , SEC'y
Rahinya Jones, Secretary

State of New York)
County of Queens)

On this 11 day of January 2023 before me personally came Rahinya Jones, to me known, who being duly sworn, did depose and say that she resides at 5803 Calloway Street, Corona, New York 11368; that she is the Secretary of Forest Hills Chateau Corp., a New York Corporation, the corporation described in and which executed the foregoing resolution; that she knows the seal of said corporation and that the seal affixed to said instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.


Notary Public

SUSAN M. RUBIN
Notary Public, State of New York
No. 01RU046856
Qualified in Suffolk County
Commission Expires 07/27, 2023

APPLICATION TO SUBLEASE SHAREHOLDER/UNIT OWNER INFORMATION

FOREST HILLS CHATEAU APARTMENT # _____ SHARES _____

- 1. Shareholder(s) _____
- 2. Monthly Maintenance _____
- 3. Home telephone # _____ Cell Phone # _____
- 4. Name(s) of all other occupants of apartment (Relationship to Shareholder /Unit Owner

- 5. Present business address/telephone number of Shareholder/Unit Owner

- 6. Period of time of Proposed sublease:

From _____ To: _____

- 7. Period of time of previous sublease:

From _____ To: _____

- 8. Primary address of Shareholder/Unit Owner during period of sublet:

- 9. Does Shareholder /Unit Owner intend to return to the apartment in the future?

- 10. State in detail the reason for proposed Sublet _____

- 11. Is the Shareholder/Unit Owner leaving any furnishings in the apartment for use by the subtenant?

- 12. How was the subtenant found? _____

Shareholder/Unit Owner Signature _____ Date: _____

Shareholder/Unit Owner Signature _____ Date: _____

SHAREHOLDER'S CHANGE OF ADDRESS FORM

Name of Shareholder: _____

Email: _____

Building and Apartment # _____

Term of Sublet: Beginning: _____

Ending: _____

Alternate address of Shareholder during sublet term:

Shareholder Signature: _____

Shareholder Signature: _____

Date: _____

**APPLICATION TO SUBLEASE
SUBTENANT INFORMATION**

Forest Hills Chateau

Apartment # _____

1. Name of proposed subtenant _____
2. Home Telephone _____ Cell # _____ Work# _____
3. E-mail address _____
4. Name of all persons who will reside in the apartment and, if children, their ages:

<u>Names</u>	<u>Relationship</u>	<u>Age (Children Only)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Employer's Name(s): _____
Employer Address: _____
Occupation(s): _____
Length of Employment: _____

6. Does the tenant intend to use the premises in any way for business purposes?
If so, explain: _____
7. Does the subtenant intend to permit any person other than a member of his/her immediate family to use the apartment: _____
If so, provide name(s) relationship: _____

-
8. Monthly rent to be paid for apartment by subtenant? \$ _____
 9. Amount of security, if any to be paid to unit owner: \$ _____

10. Does the subtenant own any real property ? _____

If so list address(es) _____

11. Present address of subtenant: _____

Present rent per month?

12. State in detail reason for subletting _____

13. Have you ever sublet an apartment before? _____

14. Gross yearly income: \$ _____

Base employment: \$ _____

Overtime: \$ _____

Bonuses: \$ _____

Commission: \$ _____

Dividend: \$ _____

Net Rental Income: \$ _____

Other Income: \$ _____

Total: \$ _____

15. Assets and Liabilities:

Cash: \$ _____ Installment Debts \$ _____

Checking/Savings: _____ Automobile Leases \$ _____

Account (name of): _____ Mortgages: \$ _____

Institutions: _____ Other Loans: _____

Stock & Bonds: _____ Other Liabilities: _____

Life Insurance: _____ Total Liabilities: _____

Real Estate: _____

Net Worth of Business: _____

Automobile: _____

Other Assets: _____

Total Assets: _____

16 Proposed date of Subtenant Occupancy: _____

17. Current Landlord/Management Company _____ Phone # _____

18. How long at this address. _____ Reason for leaving _____

19. Monthly rent/mortgage\$ _____ Check one Rent ___ Own ___

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 and Alteration Agreement of Forest Hill Chateau Corp.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

Re: Sublet 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 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

Date

Re: Sublet of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address: _____

In connection with my sublease of property, I authorize the procurement of a credit report of myself. I 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

Date

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: _____



management corp.

CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
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FOREST HILLS CHATEAU CORP.
58-03 Calloway Street, Queens NY 11368

PARKING LOT WAITING LIST

NAME OF PURCHASER: _____

PURCHASER'S PHONE NUMBER: _____

APARTMENT #: _____

MAKE & MODEL OF CAR: _____

LICENSE PLATE NUMBER: _____

***PLEASE ATTACH A CLEAR COPY OF YOUR DRIVER'S LICENSE TO THIS FORM.**

NAME OF SELLER: _____

SELLER'S PHONE NUMBER: _____

SELLER'S CURRENT PARKING SPACE NUMBER: _____

PLEASE BE ADVISED THAT PARKING SPACES ARE NOT TRANSFERABLE FROM SELLER TO PURCHASER. PURCHASER CANNOT USE THE CURRENT PARKING SPACE OF THE SELLER. THE NEW PURCHASER WILL BE NOTIFIED BY MANAGEMENT WHEN PARKING SPACES BECOME AVAILABLE.

RENTAL REFERENCE

Re: Application Name: _____

Date: _____

I, _____
(Insert landlord's name) currently rent/have in the past rented property

located at _____

to _____
(Insert applicant's name)

The monthly rental is/was \$ _____, due and payable on the _____ day of each month.

Utilities included in rental payments are/were \$ _____.

Applicant rented property from _____ to _____.

Has applicant made payments on time over the past 12 months? _____

If not, please supply dates of lateness _____.

Comments regarding tenancy _____

LANDLORD'S SIGNATURE

APPLICANT'S SIGNATURE

LANDLORD'S TELEPHONE NUMBER

**BOARD OF DIRECTORS
Forest Hills Chateau Corp.
58-03 Calloway Street
Corona, NY**

NO PETS POLICY

Date: _____

The undersigned occupant(s) of apartment _____ at 58-03 Calloway Street understand(s) that the coop does not permit dogs. The undersigned occupant(s) of apartment _____ further represent(s) that I/we do not possess any dogs and will not possess any dogs in the future in regard to my/our occupancy of the above referenced apartment.

This representation is made knowing that the Cooperative Corporation is relying upon this statement and will consider approving the potential purchase of the aforementioned premises based upon this representation.

I/We have been advised of the House Rules regarding dogs.

The undersigned further represent(s) that I/we are aware that any breach of this statement is a material representation and grounds for fines, penalties and legal fees or termination of our Proprietary Lease.

Sign and Print Name

Sign and Print Name

I have received with my application a copy of the House Rules and agree to abide by same.

Purchaser's Signature

Purchaser's Signature

Apartment: _____

Address: 58-03 CALLOWAY STREET

Date: _____

WINDOW GUARDS REQUIRED

NOTICE TO OWNER

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

Your landlord is required by law to install window guards in your apartment:

- If you **ask** him to put in window guards at any time (you need not give reason)
- If a child 10 years of age or younger lives in your apartment

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

- CHILDREN 10 YEARS OF AGE
OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT
- I WANT WINDOW GUARDS EVEN
THOUGH I HAVE NO CHILDREN
10 YEARS OF AGE OR YOUNGER

SUBTENANT (PRINT)

SUBTENANT (SIGNATURE)

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, N.Y. 10013
(212) 566-8082

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initials)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initials)

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

Certification of Accuracy

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

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

Forest Hills Chateau Corp.

58-03 Calloway St.
Rego Park, NY 11368

Dear Shareholders/Residents:

Forest Hills Chateau Corp. is hereby giving notice to all residents and shareholders of the Co-Op's smoking policy pursuant to New York City's newly enacted Local Law 147/2017 which policy is in accord with the existing NYC 2002 Smoke Free Air Act (the "Act"). This act was implemented due to the fact that the harmful effects of secondhand smoke caused by indoor smoking are simply too great to ignore.

Forest Hills Chateau Corp. has been, and will continue to be, in compliance with the Act and be smoke-free in all enclosed areas except within a shareholder's actual dwelling unit and all common outdoor areas except as below. This means that there will be no carrying or use of a lit tobacco product, including e-cigarettes, hookahs and vaporizers (meaning any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he or she simulates smoking), in any indoor common spaces including but not limited to, porches, vestibules, laundry rooms, garages/parking lots, playgrounds and as may otherwise be prohibited by law. In addition, smoking shall be forbidden on any terraces within the apartments or within 100 feet of any entrance to the building that make up the cooperative.

- The Co-Op's smoking policy always has been, and will continue to be, applicable to all shareholder-tenants, subtenants, invitees of tenants, guests, and any other person on the premises including contractors, maintenance personnel and staff.
- In accordance with Local Law 147, in the event a shareholder shall sublease his/her unit, the shareholder must incorporate this smoking policy into any sublease. Any shareholder selling the shares appurtenant to their unit must incorporate this smoking policy into the contract of sale. The Co-Op notes that Local Law 147 provides for civil penalties levied by the Board of Health in the event these required disclosures are not complied with; specifically, Local Law 147 provides for civil penalties in the event of any violation as follows: First violation: \$200 to \$400; Second violation, if within 12-months of first violation: \$500 to \$1000; Third or subsequent violation, within 12-month period: \$1000 to \$2000
- The Board will be amending the Co-Op's House Rules to incorporate the Co-Op's smoking policy set forth above in accordance with local Law 147 and will distribute to all Shareholders a copy of the Amended House Rules as soon as same are available.

Thank you for your anticipated cooperation and compliance with the Co-Op's Local Law 147 smoking policy and NYC 2002 Smoke Free Air Act.

Very truly yours,
Board of Directors



management corp.

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7001 BRUSH HOLLOW ROAD
SUITE 200
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757 THIRD AVENUE
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EMAIL: INFO@KALED.COM

Forest Hills Chateau Corp.

58-03 Calloway Street, Queens, NY

Moving Procedures

Moves in and out of the building are permitted Monday to Friday from
9:00 AM – 4:30 PM

THERE ARE NO WEEKEND OR HOLIDAY MOVE PERMITTED.

Please contact Willberto Ortiz at (718) 592-6568 to schedule your move.

ALL Shareholders and/ or Subtenants MUST submit a \$ 500.00 move- in or move-
out deposit make payable to Forest Hills Chateau Deposit Account and send directly
to:

Kaled Management Corp
7001 Brush Hollow Road
Suite 200
Westbury, NY 11590
Attn: Jadea Fields

ALL MOVE-OUT DEPOSITS MUST BE A MONEY- ORDER OR BANK CHECK. WE
CANNOT ACCPET A PERSONAL CHECK FOR A MOVE-OUT DEPOSIT.

*If you are submitting a new Purchase or Sublet Application, the move- in deposit is
submitted with the new application.

If you are using a moving company they must submit a certificate of insurance
including the following information:

CERTIFICATE HOLDER – Name of person moving

ADDITIONAL INSURED- Forest Hills Chateau Corp., AND Kaled Management Corp.

The movers must show proof of worker's compensation and general liability
insurance.

The COI can be faxed or emailed to (516)876-6812 or email: jfields@kaled.com

HOUSE RULES

- (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
- (2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts or stairways and shall not be permitted on the roof unless accompanied by a responsible adult.
- (4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.
- (5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building.
- (6) No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.
- (7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
- (8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

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

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

(11) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as determined by the Board of Directors.

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

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

(14) No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.

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

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

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

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

(19) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room, excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and foyer.

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

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

(22) Complaints regarding the service of the building shall be made in writing to the Sponsors or to the Board of Directors.

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

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

(25) The following rules shall be observed with respect to incinerator equipment:

(i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

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

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

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

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

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

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

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

(27) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

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

HOUSE RULES & REGULATIONS AND BY-LAWS

**Forest Hills Chateau Corporation
58-03 Calloway Street
Corona, New York 11368**

**(Revised February 2008
to be updated every 2 years or as needed)**

Revised February 2008

Dear Shareholder:

This booklet has been prepared by the Forest Hills Chateau Board of Directors in order to:

1. Inform and educate all shareholders of the existing rules and regulations governing our cooperative, and
2. Inform all the shareholders of their obligations to the cooperative.

Forest Hills Chateau Corporation is a cooperative ownership that was created for the purpose of housing on June 2, 1980 under the laws of the State of New York. It has 45,792 authorized shares outstanding, 43,152 allocated.

The mortgage on the property is held by the National Co-op Bank. In June 2011, the Corporation will be responsible for refinancing or negotiating the mortgage before it matures.

The cooperative is usually governed by a seven-member Board of Directors who are elected or appointed at the Annual Shareholders Meeting, usually scheduled in September.

Forest Hills Chateau Corporation's building is managed by an outside managing agent, which has a contract with the Corporation.

The House Rules & Regulations and By-Laws contained in this booklet are the guidelines that must be adhered to by all shareholders in order to ensure the safety and maintenance of Forest Hills Chateau Corporation.

Thank you,

The Forest Hills Chateau Board of Directors

IMPORTANT PHONE NUMBERS
(continued)

Police, Fire, Ambulance 911

Citywide Customer Service Call Center 311

110th Precinct Police Station (718) 476-9311

108th Street Fire Station, Ladder #324 (718) 555-9999
(At the corner of Horace Harding Blvd. & 108th Street, Corona, Queens, NY)

Security

Building Security Guard: Lobby Phone (718) 271-6784
(on duty: 3:00 pm – 7:00 am, 7 days a week)

Cambridge Security
(212) 889-5215 (office)

Nextel x9956

Towing

PLE Towing Inc.
18-41 Steinway Street, Astoria, NY 11105
(718) 779-6100

FOREST HILLS CHATEAU CORPORATION

HOUSE RULES AND REGULATIONS

The following rules and regulations are a part of each Occupancy Agreement (see Prospectus) and have been adopted after careful consideration and discussion. Full compliance is mandatory on the part of all shareholding residents.

The Superintendent, the Handyman and the Porter are employed to maintain the building and are responsible for the daily operations of the corporate property. Service request forms can be obtained from the Superintendent and/or the Handyman. Instructions for or directives to the Maintenance Staff should be issued by the Managing Agent.

a. Co-Op Spirit

This is a cooperative undertaking and its success depends greatly upon the fullest effort on the part of every resident, the officers and directors, committees, employees and management, to promote the cooperative spirit at all times.

Standing committees designed to promote cooperative spirit are:

- Maintenance (including Exterior & Interior Building Renovations)
- Complaint/Suggestions
- Decorating
- Floor Captains
- Hospitality
- Newsletter
- Security
- Senior Citizens

b. Maintenance Charges

The monthly maintenance statement will be submitted to each shareholder before the first of each month. It is required that these charges be paid by check or money order, mailed to the Managing Agent in the envelopes provided. No cash payments will be accepted at the building by any employee or board member, for the protection of the corporation. Payments must be received by Management on

or before the fifteenth (15th) day of the month; otherwise a \$40.00 late fee will be assessed.

c. Maintenance Staff

No employee of the Corporation is authorized or permitted to do any private work during the regular hours of the work schedule and no shareholder shall request an employee to do any private work during the hours of employment or accept an offer to that effect.

Complaints regarding the maintenance of the building shall be made in writing to the Managing Agent and the President of the Board of Directors.

d. Cable System & Master Television Antenna

The Forest Hills Chateau Corporation is cable-ready. Cable TV is available through Time Warner Cable (718) 358-0900.

The master antenna is available and there is a closed circuit TV camera in the lobby. Shareholders and tenants who do not have cable can turn to Channel 6 in order to view visitors and activities in the lobby, provided they connect a coaxial cable to the TV; this will allow residents to view visitors.

e. Recycling/Disposal of Trash & Debris

Reminder: All bottles, jars and containers must be rinsed out before placement in the recycling bins. Disposal must be concurrent with the New York State Recycling Law.

Food or debris of any kind must not be thrown out of the windows. Violators will be fined at the discretion of the Board according to the severity of the violation.

The water closets and sink areas located on each floor shall only be used by the maintenance staff. Shareholders and tenants will only use the recycling bins and incinerator chutes in these areas.

The following rules shall be observed with respect to incinerator equipment, garbage and refuse:

- All wet debris to be securely wrapped or bagged in small package size to fit easily into the chute.
- Debris should be completely drip-free before it leaves the apartment and carried from the apartment to the incinerator closet in a careful manner, then placed in the chute for disposal.
- No bottle or cans shall be dropped down the chute, but shall be left neatly packed in the incinerator closet on each floor or brought to the first floor (basement) at the following times:
 - Monday through Friday: 7:00 am to 4:00 pm
 - Saturday, Sunday and holidays: 7:00 am to 3:00 pm

All trash and debris must be placed in the appropriate receptacles in the lobby and the garage. Shareholders must not block the drains in the indoor and outdoor garage areas with any debris, litter, etc.

f. Security

All guests of shareholders MUST sign in at the security desk in the lobby. This is a non-negotiable house rule. Refusal to sign the guest book will result in being escorted from the premises by the Security Guard or the Superintendent.

Building security has been instructed and empowered to enforce the House Rules. The security guards have the right to permit or stop any visitor from entering the building if such person presents a threat to the residents.

g. Procedure for Acquiring Indoor/Outdoor Parking Space

Shareholders who wish to rent a parking space must adhere to the following procedure:

- Request in writing to the parking coordinator
- Obtain an application form from the parking coordinator
- Submit the completed application to the parking coordinator with the necessary funds and documentation.

When a parking space becomes available, the shareholder must submit a check for the parking deposit, a check for the rental of the remote control, sign the parking lease agreement and receive an auto sticker to be placed in the rear left windshield (driver's side) of the vehicle.

g. Procedure for Acquiring Indoor/Outdoor Parking Space (continued)

Please note that applications will be accepted from the shareholders who are in good financial standing. Shareholder must show original and valid registration, insurance and drivers license, which must be registered at the Forest Hills Chateau address.

No shareholder or employee shall use the indoor or outdoor parking facilities for the purpose of washing or making any mechanical repairs to a vehicle.

No vehicle belonging to a shareholder, family member, guest or employee shall be parked in such a manner as to impede or prevent ready access to any entrance of the building or to block garage doors.

Note: Parking is a privilege and not mandatory.

h. Laundry Facilities

The hours for the use of the laundry room in the basement will be from 7:00 am to 11:00 pm, seven days a week. The use of the laundry room is PROHIBITED before and after these hours. Therefore, the last wash is no later than 10:00 pm. The charges for the use of the laundry equipment are established by the vendor. This equipment must be used with care inasmuch as the income derived from this source is used to help keep our maintenance charges stabilized. Friends and other outsiders are NOT permitted to use the laundry room facilities or laundry equipment. In addition, no pets are allowed in the laundry room as per the New York City Department of Health.

i. Public Areas & Co-op Premises

The use of any space, i.e., meeting room, laundry room, community room, or any other facility outside of the individual apartments is furnished by the corporation. Under no circumstances is the corporation or its agents liable for any injury, loss or property damage incurred by the party or parties using the public areas.

Shareholders must keep children and pets out of the shrubbery and grassy areas – landscaping is a very expensive item, and beautiful grounds enhance our property. Penalties will be assessed to violators.

Keeping the exit doors open at any time during a party or private event is prohibited. The fee to rent the basement area for private events is a non-refundable \$80 for shareholders only. In addition, there is a \$100 security deposit; this deposit is refunded if no damages have been incurred during the event. However, the Corporation is not liable for personal injuries. Music must be at a moderate volume so as not to disturb other shareholders. Guests are not allowed to loiter on the premises. Failure to comply will result in immediate termination of the event, a fine will be imposed and privileges to hold future events will be suspended.

The public halls and stairwells of the building shall not be obstructed or used for any purpose other than to enter and exit from the apartments in the building.

Neither children nor adults shall play or loiter in the public halls, stairways, elevators, or fire escapes and shall not be permitted on the roof. Loitering is expressly prohibited in the public halls, service doors, garage door, basement, lobby, stairwells or parking areas.

No one is permitted to sit at the front entrances on the building, on the ledge or in the side yard at the corner of 57th Avenue and Calloway Street.

No items are permitted to obstruct the fire escapes or the roof of the building, according to the Fire Department and Building codes.

No public hall of the building shall be decorated or furnished by shareholders.

All residents and guests are prohibited from defacing any property, i.e., writing on or marking the walls of the public halls, elevator doors and the interior of the elevator cabs.

No article shall be placed in the halls or on the staircase landings. Shaking mops, rugs, bedding, clothing and other articles out of doors, windows or fire escapes is prohibited. No articles are permitted to be aired from fire escapes or window sills. This includes clothing, mops, pails, plants, etc. These items create an obstruction, which is a violation of the regulations of the Building Department and Fire Department. If the co-op receives a fine, this fine will be passed on to the shareholder and will be assessed to the monthly maintenance.

No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other parts of the building, except such as shall have been

approved in writing by the Board of Directors or the Managing Agent. The designated areas for postings are the bulletin boards in the laundry room and with Board approval over mailboxes.

Baby carriages, bicycles, shopping carts, skateboards, roller skates, strollers, etc. are NOT permitted to be left in the public halls of the building. They must be taken into the apartment. Shareholders are prohibited from leaving shoes, boots, rubbers, umbrellas, raincoats and other items of apparel outside of their doors in the public halls. Such items must be taken into the apartments.

Mats and small rugs in front of the apartment door are prohibited. Failure to comply will result in a fine.

j. Noise

No resident shall make or permit any disturbing noises in the building. No shareholder shall interfere with the rights, comfort or convenience of other residents.

Televisions, stereo systems and musical instruments shall not be played at a high volume which will disturb, annoy or interfere with the comfort of other residents. *This mandate must be strictly observed after 10:00 pm and in the early morning hours.*

Other forms of noise will not be tolerated in apartments or in the hallways at any time; these include the following:

- Running
- Dancing
- Loud talking, yelling or screaming
- Jumping
- Excessive knocking and hammering
- Ball playing
- Vacuuming

Complaints regarding noise shall be made in writing to the Managing Agent and the President of the Board of Directors.

j. Noise (continued)

Notwithstanding the foregoing, the Board of Directors reserves the right to proceed in a manner other than as specified, including but not limited to the immediate commencement of legal proceedings, in its sole discretion, when the offenses committed or the circumstances surrounding them indicate that such proceedings are justified.

- 1st offense: Written warning by Management
- 2nd offense: Meeting with complainant, violator and Site Manager
- 3rd offense: \$500 fine assessed to monthly maintenance
- Final offense: Eviction process will be initiated. Legal action will be taken.

Shareholders and guests are prohibited from talking in a loud or profane manner in the hallways in front of the premises. Building Security will enforce this policy and notify police in the case of non-compliance.

k. Apartment Conditions & Alterations

All shareholders must first notify management and then be approved for any renovations which are done in the apartment. If a shareholder starts the renovation (major or minor) without signing the renovation agreement and gaining management's approval, a severe fine will be assessed to the shareholder.

No window air conditioners or fans shall be used in or about the building except those approved by the Managing Agent. No items can project out of any window.

All apartment floors must be 80% covered with wall-to-wall carpeting or rug with thick padding or equally effective noise-reducing material, except kitchens, bathrooms, closets and foyer. Apartments will be inspected.

The shareholder must keep the saddle (in step to the door) and apartment door clean at all times.

All residents must keep the windows of their apartments clean and free of debris.

The agents of the Corporation, and any contractor or workman must have written authorization from the Corporation to enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain and/or take necessary measures to control or exterminate any rodents or insects. The contracted exterminator will be on-site on the second (2nd) and fourth (4th) Saturday mornings of every month from 9:00 am to 12:00 noon; shareholders can sign up for this service in the mailbox area.

No alterations shall be made in any unit without prior written approval of the Managing Agent. All requests for approval should be made in writing and accompanied by an outline or diagram. The shareholder shall be responsible for the cost of repairs due to damages resulting from such requested alterations. The Board reserves the right, in the event that a request for approval is made, to retain the services of an engineer or architect if it deems it advisable, and that the expense of said engineer or architect must be borne by the shareholder requesting permission.

I. Resale Procedure

1. Any shareholder desiring to resale his/her apartment should contact the Managing Agent. An application for approval of the resale will be sent to the prospective buyer for completion.
2. No sale may occur until a formal written application is submitted to the Managing Agent. The shareholder will receive written notification from the Board approving the sale.
3. Once completed, the application must be returned to the Managing Agent with the documents requested.
4. All references will be contacted.
5. When the contract indicates that the obligations of the purchase are contingent on issuance by a bank of a loan commitment letter, then said application will be held by Management until such letter is received. If the contract contains no such provision, the application and a copy of the contract will be submitted to Management.
6. After review of these forms, the Management will request an interview with the prospective purchaser before accepting or rejecting the application. Seller must provide prospective purchaser with a copy of the prospectus and the House Rules for review prior to the interview with the Board of Directors.
7. All intended occupants of the apartment must be present at the interview; otherwise the interview will be immediately terminated. Any discrepancy between the number of occupants stated on the application and the number of occupants who actually reside in the apartment will result in penalties up to and may include legal intervention.
8. Any further contacts between the buyer and seller or their legal representatives must be conducted through the Managing Agent, and/or the corporation's attorney.
9. The Board of Directors will interview the prospective candidates and send approval or denial to management.
10. All Administrative Costs are included in the prospective purchase package.



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NEW YORK CITY FIRE DEPARTMENT

2022-2023 Fire and Emergency Preparedness Bulletin
For New York City Apartment Buildings

APARTMENT BUILDING FIRE SAFETY

E-Bike Fire Safety (Fire Safety Hazards Associated with Powered Mobility Devices)



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first 10½ months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

WHAT YOU NEED TO KNOW ABOUT E-BIKE FIRE SAFETY
(SEE NEXT PAGE)

E-bikes, scooters, hoverboards and other mobility devices powered by lithium-ion batteries have become popular. Many people store and charge them in their apartments. However, the devices' lithium-ion batteries and chargers present serious fire safety hazards.

**Immediately stop charging your e-bike
and call 911 if you notice:**

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery leaking
- Strange battery smell
- Battery making odd noises

Powered Mobility Device Fire Safety

BUY only e-bikes or other mobility devices that are **CERTIFIED** by nationally recognized testing laboratory. Look for symbols such as UL, ETL and CSA.

- **WHY?** The laboratories test these products to make sure they meet industry standards and are safe to operate under normal circumstances.

USE the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended and/or a testing laboratory-certified replacement.

- **NEVER** use unapproved batteries/chargers, even if they are much less expensive.
- **WHY?** Unapproved batteries or chargers may not be designed to work with an e-bike or e-bike battery.
- **RESULT:** An unapproved battery may overcharge, overheat and catch on fire.

PLUG the e-bike directly into an electrical wall outlet when charging.

- **NEVER** charge an e-bike or e-bike battery with an extension cord or power strip.
- **WHY?** Lithium-ion battery charging requires a lot of electrical current, more than most extension cords and power strips can handle.
- **RESULT:** The extension cord or power cord can overheat and cause a fire.

CHARGE your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.

- **WHY?** Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments are unsprinklered and many furnishings and household items are highly combustible.
- **RESULT:** A fire in your apartment can be devastating.

MAKE SURE you have a way out of the apartment in the event of fire!

- **NEVER** charge your e-bike next to the apartment entrance door or any other place where it could prevent your escape.

MONITOR your e-bike or e-bike battery when it is being charged.

- **READ** the manufacturer's charging and storage instructions and follow them.
- **NEVER** charge the battery overnight or when you are not in the apartment.
- **NEVER** charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials.

STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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PREAMBLE: This Sublease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Sublease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Sublease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). You understand that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

THIS SUBLEASE is made as of _____ month _____ day _____ year between Owner, the Sublessor, _____ whose address is _____, and You, the Sublessee, _____ whose address is _____.

1. APARTMENT AND USE

Owner agrees to sublease to You Apartment _____ on the _____ floor in the cooperative apartment building at _____, Borough of _____, City and State of New York (the "Building"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: _____.

You acknowledge that: (i) this Sublease may not commence until the occupancy of the Apartment by You and the Permitted Occupants has been approved by the Board of Directors of _____ ("Apartment Corporation"); and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation.

2. LENGTH OF SUBLEASE

The term (that means the length) of this Sublease will begin on _____ and will end on _____. If You do not do everything You agree to do in this Sublease, Owner may have the right to end this Sublease before the ending date. If Owner does not do everything that Owner agrees to do in this Sublease, You may have the right to end the Sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

3. RENT

Your monthly rent for the Apartment is \$ _____. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Sublease if the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, You must pay when You sign this Sublease: (i) the part of the rent from the beginning date of this Sublease until the last day of the month, and (ii) the full rent for the next full calendar month.

4. COOPERATIVE DOCUMENTS

This Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of rent for the Apartment to the Apartment Corporation). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

5. SECURITY DEPOSIT

You are required to give Owner the sum of \$ _____ when You sign this Sublease as a security deposit, which is called in law a trust. Owner will deposit this security in _____ bank at _____, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Sublease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Sublease ends. However, if You do not carry out all your agreements in this Sublease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Sublease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the consent of the Apartment Corporation to this Sublease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Sublease will remain in effect. However, in such case, the Sublease will start on the date when You can move in; the ending date of this Sublease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or

the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Sublease as stated in Article 2, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

7. CAPTIONS

In any dispute arising under this Sublease, in the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF HABITABILITY

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Apartment Corporation's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR APARTMENT; END OF SUBLEASE-MOVING OUT

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Sublease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Apartment Corporation imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Sublease.

10. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. **GOVERNMENT LAWS AND ORDERS.** You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. **APARTMENT CORPORATION'S RULES AFFECTING YOU.** You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. **YOUR RESPONSIBILITY.** You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Cooperative Documents or this Sublease.

12. OBJECTIONABLE CONDUCT

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by You gives Owner the right to end this Sublease.

13. SERVICES AND FACILITIES

A. **REQUIRED SERVICES.** The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent _____.

C. **ELECTRICITY AND OTHER UTILITIES.** If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. **APPLIANCES.** Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. **FACILITIES.** If the Apartment Corporation permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Apartment Corporation's reasonable control, Owner and the Apartment Corporation may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Apartment Corporation may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Apartment Corporation decide are necessary. Your rent will not be reduced because of any of this work, unless the rent payable by Owner under the Proprietary Lease is reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Sublease, to show the Apartment to persons who wish to sublease it.

D. If, during the last month of the Sublease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Sublease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Apartment Corporation, to enter the Apartment and entry is necessary or allowed by law, under the Proprietary Lease or this Sublease, Owner, Owner's representatives or the agents and employees of the Apartment Corporation may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Apartment Corporation may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Sublease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Sublease or to further sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Sublease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

17. DEFAULT

A. You default under the Sublease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Sublease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Sublease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Sublease will end, You then must move out of the Apartment. Even though this Sublease ends, You will remain liable to Owner for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Sublease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Sublease.

18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Sublease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Sublease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- *** (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Sublease.

20. FEES AND EXPENSES

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concern-

- ing the Apartment or the Building which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;
- (iii) Preparing the Apartment for the next subtenant if You move out of the Apartment before the Sublease ending date without Owner's prior written consent;
- *** (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);
- (v) Removing all of your property after this Sublease is ended;
- (vi) Any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease for which services You have failed to pay the Apartment Corporation and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Sublease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to your property delivered to any agent or employee of the Apartment Corporation (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of the Cooperative Documents by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Apartment Corporation. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Apartment Corporation. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Sublease.

22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Sublease. If You give that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was a result of the Owner's or the Apartment Corporation's negligence.

23. PUBLIC TAKING

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Sublease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Sublease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located and the Proprietary Lease for the Apartment now in effect or made after this Sublease is signed, come ahead of this Sublease. In other words, this Sublease is "subject and subordinate to" the Proprietary Lease and any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of any such lease or mortgage can end this Sublease. If this happens, You agree that You have no claim against Owner or such Sublease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner or the Apartment Corporation requires.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Sublease is in effect, that Owner is performing Owner's obligations under this Sublease and that You have no present claim against Owner.

25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Apartment Corporation's consent to the Sublease is obtained, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Sublease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

26. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in

writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Sublease or at another address of which Owner or Agent has given You written notice.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, the relationship of You and Owner as sublessee and lessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

28. NO WAIVER OF SUBLEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Sublease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Sublease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Apartment Corporation, Owner's representatives or Owner, this Sublease is not ended.

E. This Sublease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Apartment Corporation.

29. CONDITION OF THE APARTMENT

When You signed this Sublease, You did not rely on anything said by Owner, Owner's representatives or the Apartment Corporation's employees, agents, or superintendent about the physical condition of the Apartment, the Building or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Sublease and signed by both You and Owner. Before signing this Sublease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Sublease.

30. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. You. The Term "You" means the person or persons signing this Sublease as sublessee and the successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and You.

31. SUCCESSOR INTERESTS

The agreements in this Sublease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

32. TERMINATION OF PROPRIETARY LEASE

You acknowledge that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end 30 days after the Proprietary Lease is terminated. In such event, Owner shall return to You pay rent paid in advance on a pro rata basis.

33. INSURANCE

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

34. CONSENT

You shall furnish to the Apartment Corporation or its managing agent, within 5 business days after the date of this Sublease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. You and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, You shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the lack of the Apartment Corporation's consent shall be applied by Owner to subsequent rent payable hereunder. If consent to this Sublease by the Apartment Corporation is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Sublease, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

35. FURNITURE [DELETE IF INAPPLICABLE]

The Apartment is being subleased as fully furnished; a rider attached to this Sublease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Sublease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Sublease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Sublease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this

Sublease terminates in the same condition as on the date this Sublease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Sublease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Sublease without Owner's prior written consent.

36. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than _____, [and that _____ is your real estate broker in connection with the subleasing of the Apartment (*Delete bracket if inapplicable*)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the subleasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]

Simultaneously with the execution of this Sublease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Sublease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]

A. You may not keep any pets in the Apartment.

B. If authorized by the Cooperative Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Cooperative Documents with respect to the keeping of pets in the Building.

39. KEYS

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

40. WINDOW GUARDS

You shall complete and deliver to the Apartment Corporation, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. OWNER'S DEFAULT TO APARTMENT CORPORATION

If: (i) Owner defaults in the payment to the Apartment Corporation of rent or other charges payable under Owner's Proprietary Lease for the Apartment; (ii) the Apartment Corporation notifies You of such default; and (iii) the Apartment Corporation instructs You to pay the rent under this Sublease to the Apartment Corporation, then You shall pay all future installments of rent payable under this Sublease to the Apartment Corporation until such time as the Apartment Corporation advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Sublease to the Apartment Corporation as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Sublease.

42. BINDING EFFECT

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS SUBLEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

Owner's Signature (L.S.)

Sublessee's Signature (L.S.)

Sublessee's Signature (L.S.)

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is not paying rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Sublease or the Guaranty.

Dated, _____

_____ Witness

_____ Guarantor

_____ Address