

SUBLET APPLICATION
MIDTOWN MANOR APTS.,LTD
211 East 35 Street
New York, NY 10016

Contact Information:

Ms. Susan Rubin
Transfer Agent
Kaled Management Corp.
7001 Brush Hollow Road Ste: 200
Westbury, NY 11590
(516) 876-4800
Fax (516) 780-8331
Susan@Kaled.com
Bldg. # 474

REQUIREMENTS – MIDTOWN MANOR APTS. LTD
APPLICATION PACKAGE CHECKLIST:

The following items must be included with the application:

1. Sublet Application _____
2. Sublease Agreement (signed by both parties) _____
3. Reference letter from previous landlord _____
4. Two (2) personal letters of reference and one (1) business reference _____
5. Copy of W-2 forms and federal income tax forms for prior two (2) years _____
6. Letter from employer indicating length of employment and current salary _____
7. Copies of most recent bank and investment statements _____
8. A signed Window Guard Rider form _____
9. Lead Paint Rider signed and initialed by both parties _____
10. Credit Check/Criminal authorization _____
11. Carbon Monoxide signed and notarized _____

**ALL APPLICATIONS MUST BE RECEIVED NO LATER THAN THE (4th)
FOURTH MONDAY OF THE MONTH**

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

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

- * Subtenant to pay an Administration Fee in the amount of \$600.00 payable to Kaled Management Corp.
- * Subtenant to pay a Credit Check Fee of \$150.00 per person payable to Kaled Management Corp.
- * Subtenant to submit move-in deposit of \$500.00 payable to Midtown Manor Apts. Ltd. This deposit is refundable after move-in upon complete compliance with the House Rules. Costs associated with any damage to common elements of the building will be deducted from the deposit.
- * Owner to submit a move-out deposit of \$500.00 payable to Midtown Manor Apts. Ltd. This deposit is refundable after move-out upon complete compliance with the House Rules. Costs associated with any damage to common elements of the building will be deducted from the deposit.

Shareholders will be billed a sublet fee of \$1.50 per share charged annually

Submit

One (1) original and Seven (7) collated copies) of the complete application package to:

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

Any incomplete application packages will be returned. Please allow three (3) weeks for the processing of the application and scheduling interview with the Board.

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

* All subleases are for one (1) year. Lease renewal approval is required two (2) months prior to lease expiration .

* Additional information may be required.

Application is herewith submitted for the right of subletting apartment # _____

1. Applicant's Name: _____

2. Social Security (last 4 digits): _____

3. Home Address: _____

4. Home Telephone #: _____

5. Name and Address of Employer:

6. Business Telephone: _____

7. Employment: _____

8. Co-Applicant Name: _____

9. Social Security # (last 4 digits) _____

10. Co-Applicant Home Address: _____

11. Co-Applicant Home Telephone Number: _____

12. Name & Address of Co-Applicant Employer: _____

13. Co-Applicant Business # _____

14. Co-Applicant Employment: _____

15. Estimated Annual Income from employment(s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

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

17. When will you move in: _____?

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

If so, state full details: _____

19. Applicant's family consists of:

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

Name Relationship Age

21. Number and type of pets that will live in apartment. For dogs indicate species, weight and height

22. References:
List two references

1. Name _____

Address _____

2. Name _____

Address _____

23. Present Landlord:

Name _____

Address _____

Dates of Occupancy: From: _____ to _____

Rent: _____

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

Name _____

Address _____

Dates of Occupancy: From: _____ to _____

Rent: _____

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

25. If you know any persons presently residing at Midtown Manor Apts. Ltd?

Please list their names: _____

26. Schools and colleges attended by applicant, co-applicant, and members of family.

***List class and degree in each case:**

27. Address of all additional residences owned or leased:

28. Applicant's Attorney's Name: _____

29. Real Estate Agent's Name: _____

Address: _____

Telephone Number: _____

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

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

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

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

**34. List total estimated monthly payments for apartment for first year
Estimated Monthly Payments:**

Estimated Monthly Income:

35. Please list amount of life insurance.

Applicant: _____ **Co-Applicant:** _____

36. Please list weekly benefit of disability insurance.

Applicant: _____ **Co-Applicant:** _____

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, read and agree to adhere to the House Rules of Midtown Manor Apts., LTD.

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

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

APPLICANT 1:

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

Other income (specify source and amount):

APPLICANT 2:

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

Other income (specify source and amount):

Total Combined Income from All Sources:

ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH
APARTMENT

ASSETS

1. CASH \$ _____
2. CHECKING ACCOUNTS \$ _____
3. SAVINGS ACCOUNTS, MONEY FUNDS \$ _____
4. TOTAL CASH, BANKS AND MONEY FUNDS \$ _____
5. MARKETABLE SECURITIES (furnish cover sheet showing
balance of most recent statement for any major account) \$ _____
6. LIFE INSURANCE NET CASH VALUE (list below) \$ _____
7. SUBTOTAL LIQUID ASSETS \$ _____
8. NON-MARKETABLE SECURITIES (list below) \$ _____
9. REAL ESTATE OWNED (list below) \$ _____
10. VESTED INTEREST IN RETIREMENT FUND \$ _____
11. NET WORTH OF BUSINESS OWNED \$ _____
12. AUTOMOBILES/PLEASURE BOATS (list below) \$ _____
13. MARKET VALUE OF FURNITURE &
PERSONAL PROPERTY \$ _____
14. NOTES RECEIVABLE \$ _____
15. OTHER ASSETS (explain below) \$ _____
16. TOTAL ASSETS (explain below) \$ _____

**Please number explanatory material to correspond to numbers on this statement under
the notes section**

ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH
APARTMENT

LIABILITIES

- | | |
|---|----------|
| 17. INSTALLMENT DEBT PAYABLE
(list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS
(list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES
(list below) | \$ _____ |
| 20. AUTOMOBILE/BOAT LOANS
(list below) | \$ _____ |
| 21. OTHER SECURED LOANS
(list below) | \$ _____ |
| 22. OTHER LIABILITIES (explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

NOTES

Addendum to Application-
Projected Monthly Cash Flow Statement
 (Accurate for day after projected closing of sale)

Monthly Inflow		Monthly Outflow	
Net Month Salary (supply latest two consecutive pay stubs)		Monthly maintenance on new apartment	
Self-employed income (if more than 10% above 1/12 IRS Statement.)		Monthly Mortgage payment	
Dividends and interest (reference asset from last quarterly statement)		Monthly assessment	
Rental income, if any. (reference real estate #9, page 11, and submit signed lease copy)		Monthly utilities: Gas, Elec. And Phone	
Other monthly income (specify below, and provide documentation if not already provided)		If owner of other property (page 8) Monthly maintenance Monthly mortgage payment (submit cancelled checks)	
		Garage	
		Estimated monthly living expenses	
		Other liabilities(reference #'s page 10 if annual divide by 12)	
Total Monthly Inflow	\$	Total Monthly Outflow	\$

If TOTAL MONTHLY OUTFLOW is greater than TOTAL MONTHLY INFLOW please explain below how the deficit will be met.

Applicants Signature

Date:

Note: If there is Co-applicant for apartment purchase or sublet then two addendums must be completed, making appropriate adjustments in maintenance and mortgage.

APPLICATION TO KEEP PET

In order to comply with Midtown Manor Apts., Ltd., permission is hereby requested to keep the below described pet in my premises.

DOG _____ CAT _____ OTHER _____

BREED _____ WEIGHT _____ COLOR _____

NAME OF PET _____ MALE _____ FEMALE _____

RABIES VACCINATION: YES _____ NO _____ DATE _____

NAME OF RESIDENT: _____ APT # _____

EMERGENCY CONTACT FORM

HOME NUMBER

between the hours of

_____ and _____

WORK NUMBER

between the hours of

_____ and _____

ALTERNATE ADDRESS

EMERGENCY CONTACT

Name: _____

Relationship _____

Address: _____

Phone: _____

*between the hours of * _____ and _____

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: _____

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: _____

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

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

Dated

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

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

Signature

Dated

**INFORMATION AND COLLECTION
AUTHORIZATION**

Our policy is to screen all prospective tenants through the use of a credit profile search. The fee for this service is \$150.00 per applicant to be paid by you and with which we pay the credit check company for its service.

The fee for this service is non-refundable under any circumstances, even if you are denied the rental or sale of the apartment on the basis of the report, or if you change your mind and do not rent/buy.

I have read the above agreement, and I agree to its terms. I have received a copy of this document and I am supplying you with the necessary information to conduct this collection of information and credit profile searches, and I, authorize the same.

Applicants Signature

Applicants Signature

Dated: _____

Agent for Kaled Management Corp.

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) The fire escapes, if any, shall not be obstructed in any way, and used only in the event of a fire or other such emergency.

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

(4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all 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. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

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

(7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the 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 bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

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

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

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

(13) 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 it shall have been caused.

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

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

(16) 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.

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

(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 managing agent or the Lessor.

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

(24) 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.

(25) 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.

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

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 (Initial)

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

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

Agent's Acknowledgment (Initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 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

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)

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

SUBLEASE AGREEMENT

The parties agree as follows:

Date of this
Sublease:

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Parties to this
Sublease:

Overtenant:
Address for notices:

You, the Undertenant:
Address for notices:

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

Information from
Over-Lease:

Landlord:
Address for notices:

Overtenant:
Address for notices:

Date of Over-Lease: 19

Term: from: 19 to: 19

A copy of the Over-Lease is attached as an important part of the Sublease.

Term:

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

Premises rented:

2.

Use of premises:

3. The premises may be used for only.

Rent:

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

Security:

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

Agreement to lease
and pay rent:

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

Notices:

7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

Subject to:

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

Overtenant's duties:

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

Consent:

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

- 2 2 1
- No authority:** 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.
- Successors:** 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.
- Changes:** 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:

.....

 You, the UNDERTENANT:

Witness:

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

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Date of Guaranty:

Guarantor and address:

Reason for Guaranty:

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

Guaranty:

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

Changes in Sublease have no effect:

In addition, I agree to these other terms:

3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver of notice:

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

Performance:

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

RESOLUTION OF THE BOARD OF DIRECTORS OF
MIDTOWN MANOR APARTMENTS, LTD.

At the meeting of the Board of Directors of Midtown Manor Apartments, Ltd., on August 14, 2013, the following resolution was proposed and approved by unanimous decision of the Board:

WHEREAS Section 4.4(v) of the Shareholder's Agreement and Proprietary Lease authorizes the Board of Directors to "impose requirements for Tenant-Shareholders to carry homeowners' insurance."

NOW THEREFORE LET IT BE RESOLVED, that all Shareholders be required to maintain personal liability coverage in an amount of no less than \$300,000.00 and personal property coverage in an amount of no less than \$30,000.00; and is shall be

RESOLVED FURTHER, that the Board reserves the right to assess a penalty for failure to provide proof of qualifying insurance in a timely manner.

NOW, THEREFORE, this resolution has been submitted and approved by the majority of the Board of Directors and will become effective on March 1, 2014.



Thomas Niele, President

Midtown Manor Apts. Ltd.

211 East 35th Street
New York, NY 10016

August, 2018

Dear Shareholders/Residents:

Midtown Manor Apts. Ltd. is hereby giving notice to all residents and shareholders of the Coop'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.

Midtown Manor Apts. Ltd. 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 she or he 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 Coop'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, 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 Coop 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 Coop House Rules to incorporate the Coop'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 cooperation and compliance with the Coop's smoking policy and the Act.

Very truly yours,
Board of Directors