

**76th STREET OWNERS CORP.
C/O MAXX PROPERTIES
600 MAMARONECK AVENUE
HARRISON, NY 10528**

Date: _____ Apt. _____

Dear _____,

I am in receipt of your request for information concerning the resale of your apartment. Enclosed please find an application to be completed by your prospective purchaser.

1. **Completed Co-op application.**
2. **Financial Profile of Purchaser and all recent supporting documents i.e. Real Estates holdings, Last three consecutive Bank statements, Investments statements and 401K / Profit sharing Statements.**
3. **Fully executed Contract of Sale.**
4. **Mortgage Commitment (if purchase is to be financed) the coop will not accept loans exceeding 80% of the purchase price.**
5. **If purchaser is financing, please provide a copy of the appraisal report obtain by the purchaser's lender.**
6. **A check in the amount of \$300.00 made payable to "MAXX PROPERTIES" for processing the application, and credit check. (This fee is non-refundable).**
7. **\$500.00 move-in fee, this fee will be held for the term of your tenancy and returned upon vacating the premises, and an inspection of the common areas determine there were no damages caused by you or your movers.**
8. **Copies of the last three consecutive pay stubs.**
9. **Copies of last 2 year's tax return.**
10. **Two letters of professional reference.**
11. **Two letters of personal reference.**
12. **Letter of referenced from present employer, including confirmation of salary and length of employment.**
13. **Letter of reference from present Landlord, including current rent, rental history and number of occupants.**
14. **House Rules signed by purchaser(s).**
15. **Signed Renovation Agreement.**
16. **Signed Extermination Agreement.**
17. **Signed Pet Policy Form.**
18. **Window Guard Form, checked and signed by purchaser(s).**
19. **Lead Paint Abatement Acknowledgement;**

In addition, in order to comply with the NYC Local Law 1 of 2004, your apartment must be painted prior to taking occupancy. The apartment must be inspected prior to occupancy by the Co-operative Corporation to ensure that you have complied with the requirements of the law. The transfer will not be approved and the interview will not be scheduled until the inspection has been conducted. When you are ready to have your apartment inspected, please contact the Building Operations Department to schedule the inspection.

Five identical copies of the completed application and the required documents must be returned to my office.

Please note: If the terms of the contract contain a loan contingency provision, the application will not be processed until the purchaser has received the loan commitment.

Once all of the above-specified documents have been completed, please return to the undersigned for processing. If your application and other documents are not complete, it will not be processed.

The above-mentioned fee of \$300.00 made payable to "MAXX PROPERTIES" is due at the time the application is submitted. This fee covers the review and distribution of all completed materials to the Board of Directors, This fee is NON-REFUNDABLE.

Once **Five** copies of all the above are completed and returned, they will be processed and forwarded to the Board of Directors for their review, who will choose a date for an interview of the potential purchaser. Do not call MAXX PROPERTIES to schedule an interview. You will be notified as soon as the interview date is scheduled. Once your potential purchaser is interviewed, MAXX PROPERTIES will advise you of the approval or rejection in writing. Again, please do not call.....you will receive notification as soon as we are notified of the Board's decision.

The entire process takes approximately 4-6 weeks from the time you submit your completed application to MAXX PROPERTIES. Please be patient, your application will be processed as quickly as possible.

Sincerely,

Sandra Epps
Co-op Operations
MAXX Properties

76TH STREET OWNERS CORP.

LEAD PAINT ABATEMENT ACKNOWLEDGMENT

I understand and agree that I am fully responsible for compliance with Local Law 1 of 2004 with respect to Lead Based Paint and abatement of Lead Based Paint and with all applicable HUD regulations relating to Lead Based Paint and alterations and repairs in and to the painted surfaces of the apartment that might disturb any Lead Based Paint covered by existing coats of paint; that I, the shareholder, must repair and/or abate any lead-based paint hazard or condition that may exist in my apartment, and freshly paint the entire apartment, before a new occupancy and must comply with all applicable City laws and regulations and all applicable Federal regulations.

If, upon inspection, the cooperative finds that the shareholder is not in compliance with Local Law 1 of 2004 and other applicable laws, rules and regulations, and/or the painting requirements of the cooperative, the board's consent to the transfer shall be deemed revoked .

I UNDERSTAND AND ACKNOWLEDGE THAT IN NO EVENT WILL THE CO-OPERATIVE BE RESPONSIBLE FOR PAINTING OR ABATING ANY LEAD BASED PAINT IN THE APARTMENT.

Owner Signature

Owner Signature

.....
I understand that the apartment must be painted prior to my occupancy.

Purchaser Signature

Purchaser Signature

76th STREET OWNERS CORP.
c/o MAXX Properties
(914) 899-8000
Facsimile (914) 899-8086

APPLICATION FOR PURCHASE OF COOPERATIVE APARTMENT

Apt. _____ Shares _____ Rooms _____ Bed Room(s) _____ Bath(s) _____

APPLICANT

Name: _____

Address: _____

City, State, Zip: _____

Home Phone: _() _____ Business Phone: _() _____

Social Security No.: _____

CO-APPLICANT

Name: _____

Address: _____

City, State, Zip: _____

Home Phone: _() _____ Business Phone: _() _____

Social Security No.: _____

CURRENT OWNER

Name(s): _____

Address: _____

City, State, Zip: _____

Home Phone: _() _____ Business Phone: _() _____

Social Security No.: _____

PURCHASE PRICE: \$ _____ IS THIS PURCHASE FINANCED? YES _____ NO _____

IF YES: AMOUNT OF MORTGAGE: \$ _____

LENDING INSTITUTION: _____

BROKER: _____ Telephone: _() _____

Applicant's Attorney: _____ Telephone: _() _____

Address: _____

Seller's Attorney: _____ Telephone: _() _____

Address: _____

APPLICATION TO PURCHASE A COOPERATIVE APARTMENT

Building _____ Apt. _____

Name of potential purchaser: _____

Current Address _____

City, State, Zip _____ Phone # _____

Current Landlord's Name, address and Phone # _____

How long there? _____ Current Rent _____

Date of Birth _____ Soc. Sec. _____ Co-Applicant of Birth _____ Soc. Sec. _____

Reason for moving _____

Employer's name and address _____

Phone # _____ Job Title _____ Salary/year \$ _____

Supervisor's name and phone _____

Previous Employer name address & Phone Number (if employed less three years)

Additional income sources, other than employment

What type of pets do you have? _____

Please note that dogs are not permitted:

Please sign your acknowledgement of this provision: _____
(signature)

Do you own a car? _____ Make/model/yr _____ Lic. _____

List all persons who will live in the apartment with you:

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

FINANCIAL PROFILE OF PURCHASER

PURCHASER NAME: _____

PURCHASING BLDG/APT. _____

Please list total cash assets:

Savings acct # _____, Current bal. \$ _____

Bank name _____ Branch _____

Checking acct # _____ Current bal. \$ _____

Bank name _____ Branch _____

Other acct. _____, Current bal. \$ _____

Bank name _____ Branch _____

Is the downpayment listed in the Contract of Sale included in the total cash assets listed above? yes ___ no ___

List below all credit cards, loans, child support payments, alimony, etc.:

Card/Company	Acct #	Total Owed	monthly payment
_____	_____	_____	_____

If more

space is needed, please use other side.

Note: It is understood that this application is subject to rejection by the Board of Directors for any reason. I hereby authorized Maxx Properties to obtain consumer reports, and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to credit history, civil and criminal information, records of arrest, rental history, employment/salary details, and/or any other necessary information. I understand that subsequent consumer reports may be obtain and utilized under this authorization in connection with an update, renewal, extension or collection with respect or in connection with the rental or lease of a residence for which application was made. I hereby expressly release Maxx Properties and any procurer or furnisher of information from any liability what-so-ever in the use, procurement, or furnishing of such information, and understand that my application information may be provided to various local, state and/or federal government agencies, including without limitation, various law enforcement agencies.

Applicant's signature _____ Date _____

Signature of co-applicant _____ Date _____

76TH STREET OWNERS CORP.

No-Washing Machine and/or Dryer Statement

I/We, the resident(s) of Apt. _____ agree that no washing machines or dryers are permitted in our apartment.

I/We agree that we will not harbor a washing machine or dryer at any time during or residency.

(Signature)

(Signature)

Dated: _____

(This form must be signed and returned or the application will not be processed.)

76th STREET OWNERS CORP.

PET POLICY STATEMENT

I/We understand that no dogs are permitted in the building.

I/We agree that we will not harbor a dog in the building at any time during our residency.

(Signature)

(Signature)

(This form must be signed and returned or the application will not be processed.)

**76th Street Owners Corp.
Extermination Agreement**

I (we), the resident(s) of Apt. _____ agree(s) to permit entry to any and all extermination services hired by Maxx Properties for the purposes of laying down insecticides to prevent the spread of insects throughout the building.

_____ Date: _____

_____ Date: _____

Revised 12/7/06

ALTERATION AGREEMENT

To: 76th Street Owners Corp. Apartment

35-36 76th Street Shareholder(s):
Jackson Heights, New York 11372

Date:

To The Board Of Directors:

Pursuant to Paragraph 21 of my Proprietary Lease, I hereby request your consent for the installation of equipment and alterations described in the annexed document(s) (hereafter collectively referred to as the "Work") in Apartment _____ (the "Apartment") at 35-36 76th Street , Jackson Heights, New York 11372 (the "Building").

- 1) I agree, before any work is begun:
 - a) That the work will be performed by licensed contractors and subcontractors only. I shall furnish to you a letter from the licensed workers indicating their name, address, telephone number, license number and insurance coverage, as well as provide to you a copy of the contractor's or sub-contractor's license.
 - b) To provide you with a complete and conformed copy of every agreement made with contractors, subcontractors and suppliers before or during the work.
 - c) If required by law or Governmental regulation, at my sole cost and expense, to file plans with and procure the approval of all Government departments and agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to our building designated expediter an exact copy of all approved plans and of every permit or certificate issued. If there is any doubt as to the need for such approval, you shall be sole arbiter in resolving the doubt.
 - d) To procure from contractor, or subcontractors:
 - (i) A Certificate of Insurance from the contractor naming both the Corporation, its Managing Agent and the Shareholder as Additional Insureds; the certificate of insurance should include commercial comprehensive liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - (ii) Certificate of Workmen's Compensation including the insurance company name, policy number and the term of the policy;
 - (iii) A lien waiver to the Corporation from each contractor.

(iv) EPA Certifications evidencing that all firms, contractors and subcontractors are EPA-Certified and trained in lead safe work practices.

All such policies, or certificates evidencing their issuance, shall be delivered to you c/o your managing agent, MAXX Management at 875 Mamaroneck Avenue, Mamaroneck, New York 10543.

e) To deliver a check in the amount of **\$500.00**, payable to 76th Street Owners Corp., as security for the faithful performance by me of the terms and conditions of the Agreement. In the event of my breach of the provisions of this Agreement, or if I or persons engaged by me cause damage, loss or expense to the Building, your shareholders or persons or property in the Building, you may retain the whole or any part of the security so deposited to the extent required to compensate yourself and other for my breach of the provisions of this Agreement. I understand and agree that if my obligations exceed the amount of the security, I shall be liable for any excess therefore. If I comply with all of the terms and conditions of this Agreement, the security, or remaining balance thereof, shall be promptly returned to me after completion and inspection of the work.

2) You may, at your sole option, hire any engineer, architect, attorney, existing or additional Building personnel prior to the commencement of, during or subsequent to the completion of the work, to render any advice or perform any service as you shall deem, in your sole discretion, necessary or desirable in regard to the work. I agree to reimburse you, upon demand, for any and all costs of such advice or service. I acknowledge that you have advised me that I will be responsible for payment of any and all such costs.

3) It is understood that:

a) I assume all risk of damage to the Building, its equipment and systems, and to persons and property in the Building which may result from or be attributable to the work being performed hereunder. This responsibility covers all work, of any kind, including waterproofing of every part of the Building directly or indirectly affected by the work, and maintenance and repair of all apartment equipment and systems installed or altered by me pursuant hereto.

b) I shall comply with any and all laws, ordinances, rules and regulations of any governmental authority and/or regulatory agency whatsoever having jurisdiction over or connected with the work.

c) Without limiting the provisions of paragraph 3 (b) above, I shall comply with any and all applicable provisions of New York City's Local Law 1 of 2004 regarding lead based paint, a copy of which I hereby acknowledge receipt. I understand, acknowledge and agree that, pursuant to the provisions of my Proprietary Lease, I am responsible for the abatement of lead-based paint hazards in my apartment. I understand that any and all work must be done in compliance with Local Law 1 of 2004 and the rules

and regulations promulgated by the Department of Health. Any and all firms, contractors and subcontractors used to perform the work must be EPA-Certified and trained in lead safe work practices. Any work involving the scraping or other disturbance of lead-based paint, or paint of unknown lead content, may only be done in compliance with such laws and regulations and dry-scraping is prohibited. The contractor doing such work must properly remove the paint in accordance with the provisions of Local Law 1 of 2004 and the rules promulgated by the Department of Health.

d) The work is to be done in such a manner as not to disturb the Building, its operations or equipment. In the event the Building, its operations or equipment is adversely affected by the work, I shall, when so advised, and at my sole cost and expense, promptly remove the cause of such problem. If, in your opinion, the work unduly and/or unnecessarily interferes with the rights of shareholders or residents, you may restrict the continuation of the work so as to ensure the undisturbed use and quiet enjoyment of units by shareholders or residents.

e) I recognize that there will be no change in the operation of the Building's heating system (or air conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units I may be installing. In the event water is required to be turned-off to facilitate the work, the superintendent must be notified at least 3 days in advance so that the appropriate arrangements can be made with the Building's property manager.

f) The alterations and materials used shall be, of quality and style in keeping with the general character of the Building. All work is to be performed in a good and workmanlike manner and shall conform to the accepted plans, applicable laws, and rules and regulation of governmental authorities having jurisdiction thereof as well as of the New York Board of Fire Underwriters.

g) I undertake to indemnify you, your Board of Directors (the "Board"), shareholders, managing agent, employees, residents of the Building, engineers, architects, and attorneys retained by you against any and all damage, claim for damage or liability to persons or property suffered as a result of, in connection with or related to the work performed hereunder, whether or not caused by negligence, and to reimburse you and them for any expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of such work, to the extent the negligence of any such person did not contribute to such damage, claim or liability.

h) If, after making any alterations or installing any equipment referred to herein, I shall:

(i) seek to exercise my right to cancel my Proprietary Lease pursuant to Paragraph 35 thereof, I will, on your demand, but at my expense, restore the premises and

equipment to their condition prior hereto, agreeing that compliance with this Agreement shall be a condition precedent to the cancellation of my lease, or

(ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, and required by law either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligation and understanding expressed in subparagraphs (a) through (g) of this paragraph 3.

4) The work is to be performed only between the hours of 8:30 am and 5:00 pm, Monday through Friday, excluding holidays or holiday weekends such as: Christmas weekend; New Years weekend; Martin Luther King, Jr. birthday weekend; Presidents Day weekend; Memorial Day weekend; Fourth of July weekend; Labor Day weekend; and Thanksgiving weekend. THERE ARE NO EXCEPTIONS. Work which shall produce unusual noise that might be disturbing to the Building's residents, including, but not limited to demolition work, shall not be commenced before 10:00 am.

5) All permitted work shall be completed within ninety (90) days after Governmental approval therefor has been granted or, if no such approval is required by law or regulation, then from the date hereof. The time period allowed herein may be extended by you at your discretion in the event of delays caused by events beyond my control. If the work is not substantially completed within the time period specified, you shall be entitled to apply from the fund provided pursuant to Paragraph 1(e) above, of this Agreement, \$200 per day for each day the work continues beyond the time period specified in the preceding sentence as liquidated damages to compensate you and all shareholders for costs and inconvenience resulting from the continuation of the work beyond the period specified herein. At the end of each week that the work continues beyond such period, I will pay you a sum sufficient to restore the fund to its original sum.

6) I shall notify the residents of the apartments adjacent, above and below mine at least five (5) days prior to commencement of any work. Said notification shall be in writing, with a copy to the managing agent.

7) All precautions will be taken to prevent dirt and dust from permeating other parts of the Building and to insure that other portions of the Building, its equipment and systems, and the property of all shareholders or residents are not damaged. The full cost of any necessary cleanup or repairs shall be my responsibility. I understand and agree that all openings of any sort, including; but not limited to doors, windows and exhaust grilles must be thoroughly sealed to prevent dust and dirt from permeating the public hallways or other apartments. I agree to use a HEPA vacuum to remove all particulate debris arising from alterations. In addition, I agree that all portions of the public areas from the entrance to the basement of the Building to my apartment must be at all times adequately protected from

the movement of materials and equipment or the removal of materials, equipment or debris. I agree that should any damage be caused to such areas or should such areas be required to be cleaned, I shall do so promptly, at my sole cost and, expense. Material and rubbish will be placed in barrels or bags before being taken out of the apartment. All such barrels or bags, discarded equipment, empty packing cartons, and other debris will be promptly taken out of the Building daily and removed from the premises at my expense. I understand that dumpsters are not permitted to be located anywhere around the perimeter of the Building and that my contractors or sub-contractors will be required to provide for an alternative means of removing all rubbish and debris.

8) I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. I shall indemnify and hold you harmless from any mechanic or other material lien in connection with my work. If any mechanic lien is filed for work claimed to have been done or materials alleged to have been supplied, I shall cause lien to be discharged within ten days after such filing.

9) I will provide or cause to be provided to your managing agent the information set forth in Appendix A which is annexed hereto. I understand and agree that:

a) My escrow deposit will not be returned unless and until all of such information so provided; and

b) It is of material importance to the Building that such information be accurate, truthful and available for reference.

10) I agree to provide access to the managing agent, Board Members and/or Superintendent to observe the work from time to time. Such observation visits may take place during the working hours and without advance notice on the following:

a) Prior to inspections, testing or approvals required by any public authority having jurisdiction over any portion of the work;

b) Prior to the enclosure or obstruction of any concealed or inaccessible portions of the work;

c) Plumbing work, including removal of a shower stall, toilet or bathtub must be supervised by the managing agent. Flooring and pipes will require inspection by the managing agent before new fixtures can be installed; and

d) At any time you deem it appropriate to inspect work in progress.

11) I shall promptly correct all work rejected by you, your managing agent or building architect or engineer, as defective or as failing to conform to the Agreement whether or not

fabricated, enclosed, installed or completed. I shall bear all costs of correcting such rejected work.

12) At the completion of the work, I will deliver to you an amended Certificate of Occupancy and Certificate of the Board of Fire Underwriters and such other proof as may be required or necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations. As soon as practical after the completion of the alteration, it is understood by the parties hereto that my obligation to obtain any certificate or other proof described in this clause is subject to (i) obtaining access to any areas and information as may be required by the provider of said certificate or proof of (ii) delays beyond my control. In addition, it is understood by the parties hereto that you shall be responsible for curing any deficiencies and other situation unrelated to the work or any action which I have taken, that prevent the issuance of said certificates of proof.

13) I will, at your sole discretion, bear the cost (up to \$50) of making archival photographs from my approved plans.

14) I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work or whether I will be able to obtain the required permits, approval and certificates.

15) Within five (5) business days of the completion of the work, I shall provide to you, a written representation from my architect or engineer that, to the best of his/her knowledge, information and belief, the work has been performed in accordance with all documents submitted to, accepted and approved by your Board of Directors.

16) My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may immediately revoke my permission to undertake the work and/or suspend all work and prevent workmen from entering the Building and my apartment for any purpose other than to remove their tools or equipment. I understand that the work being performed hereunder may void certain guarantees and warranties which currently exist which have been made to me.

17) The terms "I", "me" and "my" shall be read as "we", "us" and "our" if more than one (1) tenant shall execute this Agreement, in which case the obligations hereunder shall be deemed joint and several.

18) This Agreement may not be changed orally. This Agreement shall be binding on you, me, and our personal representative and authorized assigns.

I agree with the foregoing conditions, and so signify by signing all original copies in the space provided below and returning them to the managing agent along with a non-

refundable processing fee of \$100 made payable to J.R.D. Management Corp. If permission is granted, you or your agent will sign and return one original copy to me for my records.

I further understand and agree that absolutely no renovation may commence without prior written approval from the Board of Directors. I understand that I will be subject to fines and/or legal fees and/or termination of my proprietary lease if any work commences without prior written approval of the Board of Directors, and that I shall be required to cease such unauthorized work immediately.

Very truly yours,

SHAREHOLDER

Permission Granted:
76TH STREET OWNERS CORP.

SHAREHOLDER

By:
PRESIDENT

By:
MANAGING AGENT

The undersigned hereby acknowledges receipt of copies of Local Law 1 of 2004 as well as the pamphlet entitled "What Every Tenant Should Know About Local Law 1, Preventing Childhood Lead Poisoning". The undersigned understands and agrees that he/she is obligated to comply with the provisions thereof and hereby certifies that he/she has read such law and pamphlet, understands their contents and shall comply with any and all applicable provisions, rules, and regulations thereof.

SHAREHOLDER

SHAREHOLDER APPENDIX A

ALT# _____

This form, approved by the Board of Directors, must be completed at the end of an alteration and is an integral part of every Alteration Agreement entered into by the Corporation.

The licensed architect or contractor must provide the information below for our files. The completion of this form is required before the escrow deposit can be returned.

APT# _____ SHAREHOLDER _____

ARCHITECT AND CONTRACTOR'S NAME _____

FINAL INSPECTION DATE _____

WAS AMENDED CERTIFICATE OF OCCUPANCY REQUIRED? (Y/N) _____

BUILDING WORK PERMIT # & DATE, IF REQUIRED _____

DEPT OF BUILDING'S # (stamped on plans) _____

PLUMBING LINES MOVED (Y/N) _____

CIRCUIT BREAKERS INSTALLED (Y/N) _____

ELECTRICAL REWIRING (Y/N) _____ NEW CAPACITY (# OF AMPS) _____

GAS LINES MOVED (Y/N) _____

WALLS MOVED OR REMOVED (Y/N AND #) _____

NUMBER OF BATHROOMS _____

AIR CONDITIONERS - WINDOW (#) _____ THRU-WALL (#) _____

NEW APPLIANCES (Y/N) _____

PLANS SUPPLIED - CAD DISK, VELUM, ARCHIVAL PHOTOS (Y/N) _____

DATES OF AMENDED PLANS _____

STAMPED BY NYC BUILDING DEPT (Y/N AND DATE) _____

LICENSED ARCHITECT OR CONTRACTOR: _____ NYC LICENSE #

SIGNATURE

DATE