

76TH STREET OWNERS CORP.
c/o Maxx Properties
600 Mamaroneck Avenue
Harrison, New York 10528
(914) 899-8000

PROCEDURE FOR SUBLEASING OF APARTMENTS
at
35-36 76TH STREET
JACKSON HEIGHTS, NEW YORK

WHEREAS, the provisions of the Proprietary Lease of 76th Street Owners Corp. (the "Corporation") provide, in pertinent part, that the Shareholder/Lessee shall not sublet the whole or any part of the apartment or renew or extend any previously authorized sublease, unless consent thereto shall have been duly authorized by a resolution of the Board of Directors. The Proprietary Lease further provides that any consent to subletting may be subject to such conditions as the Directors may impose. There shall be no limitation on the right of the Directors to grant or withhold consent, for any reason or for no reason to a subletting. No consent to a subletting shall operate to release the Shareholder/Lessee from any obligation thereunder.

At a Meeting of the Board of Directors held on September 19, 2011, the Board of Directors RESOLVED, that the Sublet Policy of 76th Street Owners Corp. commencing September 23, 2011 shall be, as follows:

The Board of Directors, in its sole and absolute discretion, shall determine the criteria for the granting of the consent of the Board of Directors to a sublet application.

All sublets, and any renewals or extensions thereof, are subject to the prior written consent of the Board of Directors. A subtenant is not permitted to move into the building unless the sublet is approved in writing. If the subtenant moves in prior to approval, the Shareholder shall be in breach of the Proprietary Lease and the Shareholder and the unauthorized subtenant shall be subject to eviction and/or other legal action. The Shareholder shall be responsible for all costs and damages, including, but not limited to, attorneys fee incurred by the Corporation as a result of a subtenant moving into the building without prior approval.

1. Eligibility.

a. The Shareholder must have lived in his/her apartment for at least two (2) years prior to submission of a Sublet Application.

b. The Shareholder must be in good standing with the cooperative corporation. This means that the Shareholder must not be in default of the Proprietary Lease and that the Shareholder cannot owe any money, including but not limited to maintenance, late fees, assessments, and any other charges due to the cooperative.

c. The Shareholder must obtain the prior written consent of his/her bank/lender to a subletting of their Apartment. This is required by the Recognition Agreement that the Shareholder signed at the time he/she obtained or refinanced their loan. If a Shareholder has more than one loan outstanding (e.g. a loan and a Home Equity Line of Credit), the Shareholder must obtain the prior written consent of both banks/lenders.

d. The Cooperative's building must remain at least seventy-five (75%) percent owner-occupied at any one time. This means that in no event shall more than twenty-five (25%) percent of the apartments in the Corporation's building be sublet at any one time. For the purposes of determining the limitation on the number of apartments allowed to be sublet at any one time, all non-owner occupied apartments of the Corporation shall be counted, including apartments where the shareholder is the Corporation or a holder of unsold.

An application will not be accepted unless the above conditions are met.

2. Term.

a. The term of any sublease shall be one (1) year. No single sublet period may exceed one (1) year, however a shareholder may (subject to subparagraph 2(b), below) seek to renew an existing sublet. The granting of a consent to a renewal of the sublease shall be solely within the discretion of the Board of Directors. At least sixty (60) days prior to the expiration of the initial sublease term, and each annual sublease renewal thereafter approved by the Board of Directors, a letter of intent to renew from the Shareholder must be submitted together with a simplified application consisting of a newly signed and completed Financial Statement, fully executed Sublease Agreement (Blumberg Form P 193), Addendum to Sublease Agreement, Bedbug Disclosure, Window Guard Notice and Written Consent of the Shareholder's Lender(s), Homeowners Insurance, and processing and sublet fees. Other forms in the original sublet package shall remain in full force and effect throughout the sublet renewal period.

b. The maximum allowable period that a Shareholder may sublet his/her apartment is three (3) years within any consecutive six (6) year period. The six (6) year period commences when the first approved sublet term begins.

3. Application and Supporting Documents.

Submit one (1) original Sublet Application together with eight (8) collated copies to Maxx Properties 600 Mamaroneck Avenue, Harrison, New York 10528, Attention: Resale/Leasing Department.

The following documents are required:

- a. Sublet Application
- b. Three (3) personal reference letters
- c. Authorization, Release and Request to Obtain Credit, Criminal, Litigation and Other Information and Reports

- d. Proposed Subtenant's last two (2) years' Federal Income Tax Returns and W-2 Forms
- e. Proposed Subtenant's four (4) most recent paycheck stubs
- f. Documentation evidencing Other Income stated in the application
- g. Fully executed Sublease Agreement - Blumberg Form P193
- h. Addendum to Sublease Agreement
- i. No Dogs Acknowledgment
- j. No Washing Machine and/or Dryer Statement
- k. Window Guard Notice
- l. Smoke and Carbon Monoxide Detector Certification
- m. Disclosure of Information Lead-Based Paint and/or Lead Based-Paint Hazards (Lease)
- n. Acknowledgment of Receipt of Move-In/Move-Out Policy
- o. Bedbug Disclosure Form
- p. Shareholder's/Overtenant's Attestation
- q. Applicant's/Undertenant's Attestation
- r. Written Consent of the Shareholder's Lender(s)
- s. Official Bank Checks in payment of the fees set forth below.

4. Fees.

The following fees are due and payable upon submission of the Sublet Application. Only Official Bank Checks will be accepted in payment of such fees.

- a. Sublet Fee. A Sublet Fee in the sum equal to fifteen (15%) percent of the Shareholder's then annual maintenance charges must be paid to the Corporation at the time the Sublet Application is submitted to the Corporation's managing agent for processing. If the Board of Directors denies the Sublet Application, the Sublet Fee will be returned to the Shareholder. If the Sublet Application is approved, the Sublet Fee is then non-refundable. In the event the subtenant vacates the Apartment prior to the end of the term of the sublease for any reason whatsoever, there will be no refund of any portion of the Sublet Fee. Please make check payable to: **76th Street Owners Corp.**
- b. Application Fee. A non-refundable application processing fee in the amount of \$100.00 must be paid by the Applicant/proposed subtenant to the Corporation's managing agent. This fee includes a credit report fee. Please make check payable to: **Maxx Properties**
- c. Move-In and Move-Out Fees/Security Deposits: As set forth in Move-In/Move-Out Policy attached to the Sublet Application. Please make check payable to: **76th Street Owners Corp.**
- d. Shareholders will be held responsible for any damages caused by Subtenants moving in or out of the building.

5. Application Processing:

Processing of a complete Sublet Application takes approximately three (3) weeks after it has been received by the Corporation's Managing Agent. Applications will be processed on a first come, first serve basis. If the Sublet Application is incomplete or inaccurate, or all fees are not remitted at the time the application is submitted to the Managing Agent, the Sublet Application will not be processed or forwarded to the Board of Directors. The Corporation's managing agent will notify the Shareholder and/or Applicant whether the sublet application has been approved or denied by the Board of Directors. The Board of Directors is not obligated to give a reason for or explain its decision to the Shareholder or the Applicant.

6. Interview of Prospective Subtenant(s) and Occupant(s):

At its sole discretion, the Board of Directors shall conduct an interview of the prospective Subtenant(s) and all anticipated adult residents of the Apartment subsequent to receipt of a completed Sublet Application, supporting documents and fees as set forth above.

7. Homeowners Insurance:

The Shareholder and the Subtenant must obtain and maintain throughout the term of the sublease, and any renewals or extensions thereof, homeowners insurance satisfactory to the Board of Directors, in its sole and absolute discretion. The Shareholder and Subtenant shall provide certificates evidencing such insurance to the Corporation's managing agent prior to the commencement of the term of the Sublease. The Board of Directors may from time to time establish minimum limits of liability and types of insurance to be obtained by the Shareholder and their Subtenant as the Directors deem appropriate in their sole and absolute discretion.

76th Street Owners Corp.
c/o Maxx Properties
600 Mamaroneck Avenue
Harrison, New York 10528
(914) 899-8000

SUBLET APPLICATION

Please note: This application must be filled out completely. Failure to do so will result in the application being returned to you.

SHAREHOLDER'S INFORMATION

Shareholder's Name(s) (also called "Overtenant"):

Building: 35-36 76th Street, Jackson Heights, New York 11372 Apartment No.: _____

Current telephone numbers:

H: _____ W: _____ C: _____

H: _____ W: _____ C: _____

Email Address: _____

Email Address: _____

Shareholder's Addresses during the term of the sublet:

Home: _____

Work: _____

Phone numbers during the sublet:

H: _____ W: _____ C: _____

Email Address: _____

Email Address: _____

Reason for sublet: _____

Dates of proposed sublet: _____ until _____ Rent/Month \$ _____

APPLICANT'S INFORMATION

Name of Applicant 1 (also called "Undertenant"):

Present Address:

Current telephone numbers:

H: _____ W: _____ C: _____

Email Address: _____

Email Address: _____

Date of Birth: ____/____/____ Soc. Sec. #: ____-____-____

Name of Applicant 2 (also called "Undertenant"):

Present Address:

Current telephone numbers:

H: _____ W: _____ C: _____

Email Address: _____

Email Address: _____

Date of Birth: ____/____/____ Soc. Sec. #: ____-____-____

Who will reside in the apartment with you:

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Do you have any pets? _____ If yes, what type? _____ How many? _____

Names of all residents in the building known by the applicant(s):

Present Landlord's Name: _____

Present Landlord's Address: _____

Present Landlord's Telephone Number: _____

Years lived at present address _____ Current rent \$ _____ / month

Previous Landlord's Name: _____

Previous Landlord's Address: _____

Previous Landlord's Telephone Number: _____

Years lived at previous address _____ Previous rent \$ _____ / month

Personal References: (unrelated to you or any of the occupants)

1. Name: _____

Address: _____

Telephone No.: _____ Email address: _____

2. Name: _____

Address: _____

Telephone No.: _____ Email address: _____

3. Name: _____

Address: _____

Telephone No.: _____ Email address: _____

Attach a reference letter from each of the above persons.

Have you ever been a party to a lawsuit with any landlord or cooperative housing corporation?

Yes _____ No _____

If yes, please describe the nature of the lawsuit and provide complete details of the action/proceeding.

Continue on a separate sheet, if necessary.

Musical Instruments Played:

To what extent are these Musical Instruments played at home?

Do you intend to run any type of business out of the apartment? Yes _____ No _____

AUTHORIZATION, RELEASE AND REQUEST
TO OBTAIN
CREDIT, CRIMINAL, LITIGATION AND OTHER INFORMATION AND REPORTS

NOTE: A SEPARATE AUTHORIZATION, RELEASE AND REQUEST IS REQUIRED FOR EACH APPLICANT.

Re: Sublet of Apt. _____ at 35-36 76th Street, Jackson Heights, NY 11372

Name of Applicant/Proposed Subtenant: _____

Current Address: _____

Date of Birth: _____ Social Security Number: _____

I, the undersigned, hereby authorize and request that 76th Street Owners Corp., its managing agent, attorneys, agents, designees, and/or any credit reporting agency or search firm chosen by it/them, run credit reports, criminal background checks, litigation reports, and check background references on me, and to obtain information regarding my employment, former employment, savings accounts, outstanding credit accounts (mortgages, auto loans, personal loans, charge cards, credit unions, etc.), landlords, housing court files, personal and business references, and release same to 76th Street Owners Corp., its managing agent, attorneys, agents and designees in relation to an application to sublet the above referenced cooperative apartment. I understand that such information and reports may contain information about my background/character and personal reputation.

I hereby release 76th Street Owners Corp., its managing agent, attorneys, agents and designees, and any credit reporting agency or search firm chosen by it/them from any and all liability and damages whatsoever incurred in furnishing such information.

This authorization and release is given in order to comply with the provisions of the Federal Fair Credit Reporting Act.

Any reproduction of this authorization, release and request made by photocopy, pdf, facsimile or other reliable means is considered an original.

Accepted and Agreed:

Applicant/Proposed Subtenant

FINANCIAL STATEMENT

NOTE: A SEPARATE FINANCIAL STATEMENT IS REQUIRED FOR EACH APPLICANT.

IMPORTANT: In order to protect your privacy, please blackout your social security number from all financial institution documents and tax returns included with your application. You need only put your social security number on the form entitled "Authorization, Release and Request to Obtain Credit, Criminal, Litigation and Other Information and Reports".

Name of Applicant:

Present Address:

Assets: (Attach copies of Statements)

Checking Account No. _____ Current Balance: \$ _____

Name and address of Bank: _____

Savings Account No. _____ Current Balance: \$ _____

Name and address of Bank: _____

CD's: (Attach copies of Statements)

Account No. _____ Current Balance: \$ _____

Name and address of Bank: _____

Stocks, Bonds, Mutual Funds, Brokerage Accounts: (Attach copies of Statements)

_____ Current Balance: \$ _____

_____ Current Balance: \$ _____

_____ Current Balance: \$ _____

Automobiles:

Make _____ Model _____ Year _____ Plate No. _____

Make _____ Model _____ Year _____ Plate No. _____

Real Estate Owned:

Address: _____

Current Value: \$ _____ Outstanding Mortgage: \$ _____

Monthly Mortgage Payment: _____ Taxes: _____ Insurance: _____

Monthly Common Charges/Maintenance Fees: _____

EMPLOYMENT/INCOME

Employer: _____

Employer's Address: _____

Occupation: _____

Length of Employment: _____

Supervisor's Name: _____

Supervisor's Telephone Number: _____

If you are self-employed, state the following:

Name of Business: _____

Address of Business: _____

Type of Business: _____

Years in Business: _____ Gross Annual Sales: \$ _____

Your Annual Salary: \$ _____

Other Annual Income: \$ _____ Source of Other Income: _____

Other Annual Income: \$ _____ Source of Other Income: _____

Total Annual Income: \$ _____

Total Assets: \$ _____

Please attach copies of the last two (2) years' Federal and State Income Tax Returns with the last two (2) years' W-2 Forms, and four (4) most recent paycheck stubs.

Please attached copies of documentation evidencing Other Income stated above, including the amounts and sources of this income.

LIABILITIES

Loans, Mortgages and Lines of Credit:

Name and Address of Lender: _____

Account No. _____ Amount Owed: \$ _____

Name and Address of Lender: _____

Account No. _____ Amount Owed: \$ _____

Name and Address of Lender: _____

Account No. _____ Amount Owed: \$ _____

Credit Cards:

Company: _____

Account No. _____ Balance: \$ _____

Company: _____

Account No. _____ Balance: \$ _____

Company: _____

Account No. _____ Balance: \$ _____

Company: _____

Account No. _____ Balance: \$ _____

Other Liabilities and Debts:

Name of Creditor: _____

Account No. _____ Balance: \$ _____

Name of Creditor: _____

Account No. _____ Balance: \$ _____

Name of Creditor: _____

Account No. _____ Balance: \$ _____

Total Liabilities and Other Debts: \$ _____

Please complete the following:

Are you a party to a lawsuit?

Yes _____ No _____

If yes, please describe the nature of the lawsuit and provide complete details of the action/proceeding.

Are there any outstanding judgments or tax liens against you?

Yes _____ No _____

If yes, please provide complete details.

Have you filed for bankruptcy in the past 7 years?

Yes _____ No _____

If yes, please provide complete details of the proceeding.

Are you obligated to pay alimony, child support or maintenance?

Yes _____ No _____

If yes, please provide complete details and amounts.

I UNDERSTAND AND AGREE THAT THIS SUBLET APPLICATION IS SUBJECT TO REVIEW AND APPROVAL BY THE BOARD OF DIRECTORS OF 76TH STREET OWNERS CORP. AND ANY CONSENT TO SUBLETTING MAY BE SUBJECT TO SUCH CONDITIONS AS THE BOARD OF DIRECTORS MAY IMPOSE. THERE SHALL BE NO LIMITATION ON THE RIGHT OF THE DIRECTORS TO GRANT OR WITHHOLD CONSENT, FOR ANY REASON OR FOR NO REASON, TO A SUBLETTING.

I CERTIFY THAT THIS APPLICATION CONTAINS NO MISSTATEMENTS OR MISREPRESENTATIONS.

I HEREBY AUTHORIZE THE VERIFICATION OF ALL INFORMATION PROVIDED IN THIS SUBLET APPLICATION.

Signature of Applicant

Print Name of Applicant: _____ Date: _____

INSERT

SUBLEASE AGREEMENT
BLUMBERG FORM P193

SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:	19
Parties to this Sublease:	<p>Overtenant: Address for notices:</p> <p>You, the Undertenant: Address for notices:</p> <p>If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.</p>
Information from Over-Lease:	<p>Landlord: Address for notices:</p> <p>Overtenant: Address for notices:</p> <p>Date of Over-Lease: 19</p> <p>Term: from: 19 to: 19 A copy of the Over-Lease is attached as an important part of the Sublease.</p>
Term:	<p>1. ending: 19 years: 19 months: Beginning: 19</p>
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.
Adopting the Over-Lease and exceptions:	<p>11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:</p> <p>a) These numbered paragraphs of the Over-Lease shall not apply:</p> <p>b) These numbered paragraphs of the Over-Lease are changed as follows:</p>

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

Signatures:

OVERTENANT:

You, the UNDERTENANT:

Witness:

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

19

Guarantor and address:

Reason for Guaranty:

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

Guaranty:

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

Changes in Sublease have no effect:

In addition, I agree to these other terms:

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

Waiver of notice:

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

Performance:

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

Waiver of jury trial:

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

Changes:

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

Signatures:

GUARANTOR:

WITNESS:

STATE OF
Oo

COUNTY OF

19

ss.:

before me personally appeared

to me known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledged to me that he executed the same.

ADDENDUM TO SUBLEASE AGREEMENT

Cooperative Corporation: 76th Street Owners Corp.

Shareholder(s)/Overtenant(s): _____

Applicant(s)/Subtenant(s)/Undertenant(s): _____

Sublease Agreement Dated: _____

Premises: 35-36 76th Street
Apartment _____ (the "Apartment")
Jackson Heights, New York 11372

The undersigned Overtenant and Undertenant agree that this Addendum to Sublease shall constitute a rider to the Sublease Agreement covering the above Apartment. In the event of any conflict between the terms of this Addendum to Sublease and the terms of the Sublease Agreement, the terms of this Addendum shall prevail.

1) It is agreed between the Overtenant and Undertenant that the Sublease Agreement covering the above Apartment is subject and subordinate to all of the terms, provisions and conditions of the Proprietary Lease, By-Laws, House Rules, and such other policies, procedures, rules and regulations promulgated by the Board of Directors of 76th Street Owners Corp. (the "Corporation"), as the same may be amended from time to time. All of the foregoing are binding on the Undertenant. A breach by the Undertenant of any of the provisions of the Proprietary Lease, By-Laws, House Rules, or such other policies, procedures, rules and regulations of the Corporation, as the same may be amended from time to time, shall be deemed a breach of the Sublease Agreement and grounds for revocation by the Corporation of its consent to the sublease, in addition to any other remedies at law or in equity that the Corporation may have. The Overtenant and Undertenant hereby agree to waive their right to a trial by jury on any issue relating to the Sublease Agreement.

2) The term of the Sublease is for one (1) year commencing on _____ and ending on _____.

3) The Sublease Agreement may not be renewed or extended except with the prior written consent of the Board of Directors of the Corporation.

4) The use and occupancy of the Apartment is limited to those persons identified on the Sublet Application previously submitted and approved by the Board of Directors of the Corporation. The Apartment may be used for residential purposes only.

5) If the Overtenant shall default in the payment of maintenance or additional charges to the Corporation, the Corporation may, at its sole option and in accordance with Paragraph 32(b) of the Proprietary Lease, so long as such default shall continue, demand and receive from the Undertenant the rent and/or additional charges due or becoming due from the Undertenant to the Overtenant, and apply the amount collected to pay sums due and to become due from the Overtenant to the Corporation. Any such payment by the Undertenant to the Corporation shall constitute a discharge of the obligation of the Undertenant to the Overtenant to the extent of the amount so paid. The Acceptance of the rent of the Undertenant by the Corporation shall not be deemed as a release or discharge of any obligations of the Overtenant to the Corporation, except to the extent of the rent so collected from the Undertenant. If payment is so demanded by the Corporation, the Undertenant shall make his rent directly payable to the Corporation.

6) We, the Overtenant and Undertenant, have discussed the Corporation's sublet policy in its entirety and have made certain that the sublease we are signing does not in any way conflict with the sublet policy. We understand and agree that the Sublease Agreement is subject to the express written consent of the Board of Directors of the Corporation and the Subtenant shall not take occupancy of the Apartment unless and until the sublet application is approved by the Board of Directors and any and all conditions have been satisfied.

7) The Overtenant and Undertenant agree to obtain and maintain throughout the term of the sublease, and any renewals or extensions thereof, homeowners insurance satisfactory to the Board of Directors, in its sole and absolute discretion. The Overtenant and Undertenant shall provide certificates evidencing such insurance to the Corporation's managing agent prior to the commencement of the term of the Sublease. The Board of Directors may from time to time establish minimum limits of liability and types of insurance to be obtained by the Overtenant and the Undertenant as the Directors deem appropriate in their sole and absolute discretion.

8) Overtenant and Undertenant understand and agree that the Overtenant/Shareholder (and NOT the Corporation, its officers, directors, employees, agents or managing agent) is responsible for compliance with Local Law 1 (regarding Lead Based Paint) including, but not limited to, all inspections, notices, work and/or remediation required thereunder.

Overtenant further understands and agrees that it is his/her responsibility to familiarize him/herself with Local Law 1; and that the Overtenant must repair and/or abate any lead-based paint hazard or condition that may exist in the Apartment, and freshly paint the entire Apartment, before a new occupancy.

The Undertenant/Subtenant shall not take occupancy of the Apartment until such time as the Overtenant is in compliance with Local Law 1, the Apartment is painted by the Overtenant, and the Apartment is inspected by the Overtenant.

The Overtenant shall provide the Corporation with documentation evidencing the Overtenant's compliance with Local Law 1, within seven (7) days of any request by the Corporation for such documentation.

9) The Overtenant and Undertenant, jointly and severally, agree to indemnify and hold harmless the Corporation, its shareholders, officers, directors, employees, agents, and managing agent, against any and all claims, damages, expenses and fees (including, but not limited to attorneys fees and disbursements) or liabilities arising from or related to any damage or injury by reason of the acts, omissions or conduct of the Overtenant or Undertenant or their agents as a result of any breach or violation of the Sublease Agreement or this Amendment to Sublease Agreement, including, but not limited to the Overtenant's responsibility (or failure) to comply with Local Law 1.

10) The Overtenant and Undertenant understand and agree that the Corporation shall have the right, but not the obligation, to commence summary proceedings or take other action to enforce the terms of this Addendum to Sublease Agreement, the Proprietary Lease and/or House Rules and agree that the Overtenant and Undertenant shall be jointly and severally liable for the reasonable attorneys fees, costs and disbursements, incurred by the Corporation in connection therewith.

11) This Addendum to Sublease Agreement may not be modified, altered or amended except in writing signed by the Overtenant and Undertenant and approved in writing by the Board of Directors of the Corporation.

Shareholder/Overtenant

Date: _____

Shareholder/Overtenant

Date: _____

Applicant/Undertenant

Date: _____

Applicant/Undertenant

Date: _____

NO DOGS ACKNOWLEDGMENT

Cooperative: 76th Street Owners Corp.

Shareholder(s)/Overtenant(s): _____

Applicant/Subtenant/Undertenant: _____

Applicant/Subtenant/Undertenant: _____

Premises: 35-36 76th Street
Jackson Heights, New York 11372

Apartment Number: _____

I/We understand and acknowledge that the Cooperative does not permit dogs to be harbored in the Apartment or the Cooperative's building. I represent and warrant to the Cooperative that I will not harbor, or permit the harboring of, any dogs in the Apartment or the Cooperative's building at any time. This includes, but is not limited to, visiting dogs or dog-sitting.

Shareholder/Overtenant Date: _____

Shareholder/Overtenant Date: _____

Applicant/Undertenant Date: _____

Applicant/Undertenant Date: _____

NO WASHING MACHINE AND/OR DRYER STATEMENT

Cooperative: 76th Street Owners Corp.

Shareholder(s)/Overtenant(s): _____

Applicant(s)/Subtenant(s)/Undertenant(s): _____

Premises: 35-36 76th Street
Jackson Heights, New York 11372

Apartment Number: _____

I/we understand and agree that washing machines and/or dryers are not permitted in the above Apartment. I/we represent and warrant to the Cooperative that I/we shall not install, maintain, use, or permit the installation, maintenance or use of, a washing machine or dryer in the above Apartment at any time.

Shareholder/Overtenant Date: _____

Shareholder/Overtenant Date: _____

Applicant/Undertenant Date: _____

Applicant/Undertenant Date: _____

CITY OF NEW YORK
NOTICE TO TENANT
OR OCCUPANT

You are required by law to have window guards installed in all windows* if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment: **OR** if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE
INSTALLED IN ALL
WINDOWS*

NO CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE
NOT INSTALLED IN ALL
WINDOWS*

I WANT WINDOW GUARDS EVEN THOUGH
I HAVE NO CHILDREN 10 YEARS OF AGE
OR YOUNGER

WINDOW GUARDS NEED
MAINTENANCE OR
REPAIR

WINDOW GUARDS DO
NOT NEED
MAINTENANCE OR
REPAIR

Tenant's Name: _____ 35-36 76th Street, Apt. _____, Jackson Heights, NY
(Print) (Address/Apt. No.)

Tenant's Name: _____
(Print)

Tenant's Name: _____ Date _____
(Signature)

Tenant's Name: _____ Date _____
(Signature)

RETURN THIS FORM TO:

Maxx Properties
600 Mamaroneck Avenue
Harrison, New York 10528
(914) 899-8000

**For Further Information Call: Window Falls Prevention
(212) 566-8082/714**

* Except windows giving access to fire escapes or windows on the first floor that are a required means of egress from the dwelling unit.

SMOKE AND CARBON MONOXIDE DETECTOR CERTIFICATION

Cooperative: 76th Street Owners Corp.

Shareholder(s)/Overtenant(s): _____

Applicant(s)/Subtenant(s)/Undertenant(s): _____

Premises: 35-36 76th Street
Jackson Heights, New York 11372

Apartment Number: _____

The undersigned Shareholder(s) and Undertenant(s) hereby certify that smoke and carbon monoxide detecting devices are currently installed at the above Apartment. We represent and warrant to the Cooperative that such devices are currently in working order. We acknowledge and agree that we are responsible for maintaining such detectors in working order.

Shareholder/Overtenant

Shareholder/Overtenant

Applicant/Undertenant

Applicant/Undertenant

Disclosure of Information Lead-Based Paint and/or Lead-Based Paint Hazards (Lease)

Premises: 35-36 76th Street, Apartment _____, Jackson Heights, New York 11372

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/Shareholder	_____ Date	_____ Lessor/Shareholder	_____ Date
_____ Lessee/Applicant	_____ Date	_____ Lessee/Applicant	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

ACKNOWLEDGMENT OF RECEIPT OF MOVE IN/MOVE OUT POLICY

Cooperative: 76th Street Owners Corp.

Shareholder(s)/Overtenant(s): _____

Applicant(s)/Subtenant(s)/Undertenant(s): _____

Premises: 35-36 76th Street
Jackson Heights, New York 11372

Apartment Number: _____

The undersigned acknowledge receipt of the Move In/Move Out policy and procedures for 76th Street Owners Corp. We have read and understand such policy and procedures and agree to abide by them in connection with the sublet of the above apartment. We agree that any violations or damages for non-compliance with the move in and/or move out policy and procedures shall be the Shareholder's responsibility.

We understand that we are not permitted to move into the Apartment unless and until our application is approved by the Board of Directors and any and all sublet conditions have been met.

Shareholder/Overtenant Date: _____

Shareholder/Overtenant Date: _____

Applicant/Undertenant Date: _____

Applicant/Undertenant Date: _____

ATTACH THE MOVE IN/MOVE OUT POLICY AND PROCEDURES HERE.

**INSERT
BEDBUG DISCLOSURE FORM**

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): _____

Subject Premises: _____

Apt. #: _____

Date of vacancy lease: _____

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other: _____

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/Agent: _____ Dated: _____

SHAREHOLDER'S/OVERTENANT'S ATTESTATION

Cooperative/Corporation: 76th Street Owners Corp.

Shareholder(s)/Overtenant(s): _____

Applicant(s)/Subtenant(s)/Undertenant(s): _____

Premises: 35-36 76th Street
Jackson Heights, New York 11372

Apartment Number: _____

1. I/we Shareholder(s) of 76th Street Owners Corp. (the "Corporation") understand and agree that, pursuant to the terms and conditions of the Proprietary Lease and By-Laws of the Corporation, the Board of Directors may and shall use this Sublet Application to obtain information regarding me in connection with the proposed subletting of my Apartment. I/we hereby authorize the Board of Directors and/or its managing agent to contact anyone identified in this application to elicit information in connection with this Sublet Application.
2. I/we understand that upon review of the Sublet Application, the Board of Directors may require additional information not contained in this application prior to reaching a final decision on the Sublet Application.
3. I/we understand and agree that in no event will the Corporation, its shareholders, officers, directors, employees or agents be responsible for any liabilities or expenses I incur in connection with the process of seeing approval of this sublet, including, but not limited to, that which may result from any delay in the application process or from any disapproval of this Sublet Application.
4. I/we agree to be bound by the Corporation's Sublet Policy and the final decision of the Board of Directors regarding this Sublet Application.
5. I/we understand and agree that no consent to a subletting shall operate to release me/us from any obligation under the Proprietary Lease.
6. I/we understand and agree that a Sublet Fee in the sum equal to fifteen (15%) percent of the Shareholder's then annual maintenance charges must be paid to the Corporation at the time the Sublet Application is submitted to the Corporation's managing agent for processing. If the Board of Directors denies the Sublet Application, the Sublet Fee will be returned to the Shareholder. We further understand and agree that if the Sublet Application is approved, the Sublet Fee is then non-

refundable. In the event the subtenant vacates the Apartment prior to the end of the term of the sublease for any reason whatsoever, there will be no refund of any portion of the Sublet Fee.

7. I/we represent and warrant to the Corporation that I/we have obtained the written consent of my/our mortgage lender(s) to sublet the Apartment. A true copy(ies) of such written consent(s) is(are) attached.

8. I/we represent and warrant to the Corporation that all information contained in this Sublet Application and the accompanying documents on which the Board of Directors is relying is complete, true and accurate.

9. I/we acknowledge that the Sublet Policy is subject to change from time to time by resolution of the Board of Directors, and agree to be bound by the terms and conditions of the existing sublet policy and any future amendments thereto.

Shareholder/Overtenant

Date: _____

Shareholder/Overtenant

Date: _____

APPLICANT'S/UNDERTENANT'S ATTESTATION

1. The undersigned does/do hereby attest that I/we have read the House Rules of 76th Street Owners Corp. (the "Corporation") a copy of which are annexed hereto. I/we understand the House Rules and agree to abide by them in connection with the sublet of Apartment _____ at 35-36 76th Street, Jackson Heights, New York 11372.
2. I/we further understand that subleasing is a privilege that is afforded to Shareholders of the Corporation only in accordance with its Sublet Policy. I/we hereby acknowledge receipt of the Corporation's Sublet Policy. I/we have read and discussed the Sublet Policy in its entirety with the Shareholder from whom I/we am/are renting, and have made certain that the sublease I/we am/are signing does not in any way conflict with the Sublet Policy. I/we acknowledge that the Sublet Policy is subject to change from time to time by resolution of the Board of Directors, and agree to be bound by the terms and conditions of the existing Sublet Policy and any future amendments thereto.
3. I/we understand that only one (1) year subleases will be accepted. No single sublet period may exceed one (1) year, however a Shareholder may seek to renew an existing sublet. The granting of a consent to a renewal of the sublease shall be solely within the discretion of the Board of Directors. At least sixty (60) days prior to the expiration of the initial sublease term, and each annual sublease renewal thereafter approved by the Board of Directors, a letter of intent to renew from the Shareholder must be submitted together with a simplified application consisting of a newly signed and completed Financial Statement, fully executed Sublease Agreement (Blumberg Form P 193), Addendum to Sublease Agreement, Bedbug Disclosure, Window Guard Notice and Written Consent of the Shareholder's Lender(s), Homeowners Insurance, and processing and sublet fees. Other forms in the original sublet package shall remain in full force and effect throughout the sublet renewal period. The maximum allowable period that a Shareholder may sublet his/her apartment is three (3) years within any consecutive six (6) year period. The six (6) year period commences when the first approved sublet term begins. If a sublease is renewed without the consent of the Board of Directors, the Shareholder shall be in default of the Proprietary Lease.
4. I/we further understand and agree that, pursuant to the Proprietary Lease, the Board of Directors has the right to decline a sublet without explanation and to set conditions for approval.
5. I/we understand that if my/our application to sublet the Apartment is granted, I/we must submit evidence of rental insurance to the Corporation's Managing Agent PRIOR TO commencement of the sublease term, or any extension or renewal thereof that may be approved by the Board of Directors in its sole discretion.
6. I/we further understand and agree that failure to abide by the Proprietary Lease, By-Laws, House Rules, and such other policies, procedures, rules and regulations promulgated by the Board of Directors of the Corporation, as the same may be amended from time to time, may result in the termination of my/our sublease agreement prior to the expiration of the term, and I/we shall be subject to legal proceedings and eviction from the Apartment.

7. I/we understand and agree that I/we am/are not permitted to move into the Apartment unless and until my/our application is approved by the Board of Directors and any and all sublet conditions have been met.

Applicant/Undertenant

Date: _____

Applicant/Undertenant

Date: _____