

440 Mamaroneck Avenue, Suite S 512
Harrison, NY 10528
T: 914.813.1900
F: 914.813.1919
www.stillmanmanagement.com



Chatsworth Owners Corporation

21 North Chatsworth

Larchmont NY

All Items listed below must be contained within the application submitted to the Board of Directors. If any items are missing, your application cannot and will not be submitted to the Board.

We ask that you do not set a move in date until you receive approval from management after your interview.

Below is a list of documents that must be submitted with your application.

- 1) Application Fee \$350.00 payable to Stillman Management Inc. (Non-Refundable)
- 2) Sublet Fee \$500.00 payable to Chatsworth Owners Corporation.
- 3) Move in & Move out Deposit of \$500.00 payable to Chatsworth Owners Corporation.
Refundable upon completion of the move and no damage to common areas of the building.
- 4) Application (Attached) All pages must be completed
- 5) Credit Authorization Form (Attached)
- 6) Background Check Form (Attached)
- 7) House Rule Acknowledgement Form (Attached)
- 8) Employment Letter- must include start date, position and salary
- 9) Landlord Reference Letter
- 10) Pay-Stub- Two (2) most recent paystubs
- 11) Last two (2) years tax returns- must include all pages with W'2's
- 12) Copy of Executed Lease Agreement (Attached)
- 13) Must include one (1) original and 8 (eight) collated copies of each and every page of the documents being submitted.

Incomplete applications will be mailed back to the applicant without the processing fee and if you re-submit you will need to pay another application fee.

IMPORTANT NOTES

Due to the large volume of calls and applications received by this office, we kindly ask that you refrain from calling for an update, during the 1st 3 weeks after an application has been delivered to our office. When an update is ready, we will contact your point person, which we recommend should be your Real Estate broker, or in the absence of a broker your Attorney. Please advise all parties involved and provide them with the brokers and/or attorney's contact information.

In an effort of fairness, we must process applications on a first come first serve basis.

If you are concerned about the receipt of the package, please use a method of return receipt, via USPS, Fed Ex, messenger service or hand delivery, etc.

Please provide a name of the contact person an e-mail address below to act as the point person (main contact) to be contacted when there is an update to be provided about this application.

Name _____, Title _____ Phone _____

Email _____

Sub-Lease Application

Unit Information

The undersigned hereby makes application to sub-lease apartment number/letter _____ located at _____ . The monthly rent is \$ _____ and the sublease term begins _____ and ends _____ .

If available, I would like to rent a parking spot: ___yes___no. Do you have a pet/What kind: ___yes___no. If you indicated yes, please describe _____

Personal Information

Each Adult/Co-Applicant must complete a separate application.

Full Name _____ Phone (____) _____

Driver's License# _____ Address _____

Social Security# _____ E-Mail Address: _____

Do you prefer to be contacted by e-mail _____ and/or phone _____

Emergency Contact Information

Full Name _____ Relationship _____

Street Address of emergency contact _____

Day Time Phone (____) _____

Evening Phone (____) _____

Rental History

Have you ever been served a notice of intent to evict or been evicted? _____ Yes _____ No. If yes, please explain _____

Current Address _____ Apt _____

City _____ State _____ Zip Code _____

Monthly Rent _____ Owner's Name _____

Owner's Phone Number _____

Previous Address if less than two (2) years at current address

Address _____ Apt _____

Monthly Rent _____ Owner's Name _____

Owner's Phone Number (____) _____

Other Residents Who Will Occupy the Residence

1. _____

2. _____

3. _____

Employment and Income Information

Present Employer _____ Position Held _____

Address _____ City _____ State _____ Zip Code _____

Phone (____) _____ Supervisor's Name _____

Monthly Pay _____ Hire Date _____

Previous Employer if at current job for less than two (2) years

Previous Employer _____ Position Held _____

Address _____ City _____ State _____ Zip Code _____

Phone (____) _____ Supervisor's Name _____

Monthly Pay _____ Hire Date _____ Reason for leaving _____

Banking and Credit Information

Bank Name _____ Account type _____

Bank Name _____ Account type _____

Major Credit Cards _____

Signature of Applicant _____ Date _____

FINANCIAL QUESTIONNAIRE

If this is a joint sublease, please make a copy of this page, as each party must answer and indicate whom the answer is for.

INCOME:

Yearly salary \$ _____
Other income \$ _____
Total \$ _____

Source of other Income: _____

ASSETS (Market Value)

Securities \$ _____
Real Estate \$ _____
Checking \$ _____
Savings \$ _____
Money Market \$ _____
Other, describe _____

TOTAL: \$ _____

LIABILITIES:

	MONTHLY PAYMENT	BALANCE
Installment debts	\$ _____	\$ _____
Mortgage and liens	\$ _____	\$ _____
Alimony/child support	\$ _____	\$ _____
Other, describe	_____	_____
_____	_____	_____
_____	_____	_____

Total Monthly Payments \$ _____

Total Liabilities \$ _____

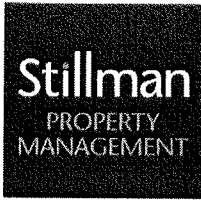
Applicant (s) agrees to comply with the above procedures and rules. False representation with respect to any of the above responses can result in the denial of the transfer of shares.

Date

Signature

Date

Signature



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CREDIT REPORT INFORMATION FORM

Request Date: _____

Please send me a credit report on:
(Please print)

Name: _____
 (Last) (First) (Middle)

Address: _____
 (Street)

 (Apt., Box, Suite)

 (City) (State) (Zip Code)

Landlord Name: _____

Address: _____

Telephone # _____

Previous Address: _____

S.S. # _____

Date of Birth: _____

Employer: _____

Telephone # _____

.....
The Information requested will be used solely to obtain a credit report. Please sign the acknowledgment below:

Signature **Date**

Criminal Authorization Form

RELEASE OF INFORMATION AUTHORIZATION

I HEREBY AUTHORIZE ANY INDIVIDUAL, COMPANY, OR INSTITUTION TO
RELEASE TO

AND/OR ITS REPRESENTATIVE TO OBTAIN A CRIMINAL BACKGROUND.

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...

NAME(PRINT) _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____

DATE _____ SOCIAL SECURITY # _____

Chatsworth Owners Corporation
C/O STILLMAN MANAGEMENT, INC.
440 MAMARONECK AVENUE, SUITE S-512
HARRISON NY 10528

I/We, the undersigned, have read and understand the House Rules for Chatsworth Owners Corporation., located at 21 North Chatsworth , and agree to abide by these house rules and any amendments made to the rules, while a resident in Apartment: _____@ 21 North Chatsworth

Please Print:

Name: _____

Signature _____ Date: _____

Please Print:

Name: _____

Signature _____ Date: _____

21 North Chatsworth Owners Corporation
HOUSE RULES
Amended January 2016

1. The hallways and stairs should not be obstructed in any way.
2. Doors to the outside including garage doors must be closed and locked at all times.
3. All visitors must be announced. Never admit anyone to the building that is unknown to you.
4. Keys to apartment doors must be giving to the Managing Agent along with the names, addresses and phone numbers or all parties who have keys.
5. Children shall not play in the hallways, lobby, stairways, laundry room or elevators.
6. No one is permitted on the roof.
7. Hallways shall not be decorated or furnished in any manner.
8. No one shall make or permit any disturbing noises, which will interfere with the rights, comfort or convenience of others. The volume of musical instruments, stereos, televisions and radios between the hours of 11pm and 8am must be moderated.
9. Residents are responsible for compliance with the policies set forth by the Board concerning renovations.
10. Prior to the commencement of any renovations (other than those limited to painting or replacement of an appliance that would not involve electrical, plumbing or structural work), residents must submit plans to the Managing Agent. Depending on the nature of the proposed renovations, such plans may be subject to approvals by the Board of Directors.
11. The submission and/or approval of plans will not relieve residents of full responsibility for any and all damages resulting from the work.
12. Before renovations begin, residents must confirm with the Managing Agent that their contractor has the appropriate license and insurance and that they maintain homeowners, apartment dwellers or an equivalent insurance policy covering the contents of their apartments, damages to the building or other apartments and any personal injuries occurring on the premises. The policies must name 21 North Chatsworth Owners Corporation as an additional insured.
13. Residents will be responsible for assuring that workers register with the Superintendent or other staff members before beginning work.
14. Residents will be responsible for compliance with all municipal laws, regulations, ordinances, permits and inspections regarding renovations.
15. Construction or repair work or installations involving noise may be conducted only on weekdays, excluding Holidays, between the hours of 8:30am and 5:00pm. The Superintendent must be informed prior to any construction or repair work and may need to install pads in the elevators.

16. Construction equipment, appliances, furniture and other large packages must be delivered and removed through the service entrance only on weekdays, excluding Holidays, between 8:30am and 5:00pm. The Superintendent or Managing Agent must be informed, in writing, at least two business days prior to any deliveries or removals and may need to install pads in the elevators. Without proper notification, delivery will not be permitted.
17. Nothing shall be hung or shaken from the doors, windows, and terraces or placed upon windowsills.
18. No awnings or projections may be placed outside apartments.
19. No sign, notice, advertisement or illumination shall be exposed at any window.
20. No bicycles, scooters or similar vehicles are allowed in the elevators. They may be stored with nametags in the bicycle room in the basement. Baby carriages, shopping carts and the above mentioned vehicles should not stand in hallways, stairways, garages or other public areas of the building.
21. Delivery people and trades people shall use the service entrance at the parking area. Deliveries may be made only on weekdays, excluding Holidays, between the hours of 8:30am and 5:00pm. All deliveries must be scheduled with the Superintendent who will pad the elevator in advance of the move/delivery. No delivery will be permitted without Management having first received a certificate of insurance naming 21 North Chatsworth Owners Corporation and Archer Property Management as additionally insured. Beginning September 2015, deliveries will be permitted until 7:00pm on the 1st and 3rd Tuesday of each month. (Note that this excludes move-in of apartment furniture) If "large item" is to be delivered, please notify the Superintendent as the elevator must be padded.
22. Garbage and recycling materials shall be disposed of in the manner directed by the Superintendent and Managing Agent. There are suitable containers on each floor for recycling newspapers, plastic, glass and metal. Garbage goes down the chute. Diapers and cat litter should be disposed of in a sealed bag or similar product and disposed of down the chute.
23. Sinks and toilets shall not be used for any purposes other than those for which they were constructed. The apartment owner causing a problem shall pay the costs of any repairs resulting from their misuse.
24. No one shall send any staff member out of the building on private business.
25. Professional offices are not permitted.
26. No birds or animals may be kept without written permission of the Board. Such permission shall be revocable at any time. Dogs are never permitted.
27. No birds, pets or other animals shall be fed from windowsills, terraces, the yard, sidewalks, street or other public portions of the building.
28. No antenna, aerial, or satellite dish may be attached or hung from the exterior of the building.
29. No vehicles shall be parked in any area designated as No Parking, nor in any manner which impedes access to entrances of the building or fire lanes. Improperly parked vehicles shall be towed at owner's expense.

30. The laundry facilities may be used only on the days and hours designated. No clothing should be left in the laundry room for longer than 48 hours. Laundry carts must remain in the room at all times.
31. Washing machines and dryers are not permitted in any apartments.
32. All grocery carts must be returned to their assigned area in the basement immediately after use.
33. The Board and Managing Agent have the right to curtail or relocate any space devoted to storage or laundry purposes.
34. At least 80% of the floors of each apartment must be covered with carpeting or other equally effective noise-reducing material except for a kitchen, pantry, bathroom or closet. A deposit in the amount of \$500.00 payable to 21 North Chatsworth Owners Corporation shall be required before moving in and is refundable following verification of compliance by the Managing Agent or Superintendent.
35. Open houses for the purpose of apartment sale must be approved by the Managing Agent. They may be scheduled for Saturday and Sunday afternoons. The doorman must be on duty. The real estate agent must be present in the apartment and provide an escort to and from the lobby and the apartment.
36. Real estate agency lock boxes may only be placed on apartment doors, never at the entrance to the building.
37. No group tour or exhibition of any apartment or its contents, auctions or tag sales shall be conducted.
38. The windows of the apartment must be kept lean. In case of refusal or neglect the Managing Agent will send written notice to correct this. After 10 days management has the right to enter the apartment to clean the windows and charge the cost to the owner.
39. All complaints and requests regarding the services of the building shall be made in writing to the Managing Agent.
40. Holders of off street and garage parking spaces must abide by all rules.
41. All plantings on terraces shall be contained in wooden boxes lined with metal or other materials impervious to dampness. Containers shall be supported at least 2 inches from the terrace surface and at least 3 inches from a wall. The containers shall be maintained in good condition.
42. The Managing Agent, Superintendent or anyone authorized by him may enter any apartment at a reasonable hour, with 24-hour notice, to inspect whether measures are necessary to control vermin, insects or other pests and to take such measures to control or exterminate them. Residents may request extermination at any time without charge with the exception of carpet beetles which shall be payable by the resident.
43. The Managing Agent, Superintendent or anyone authorized by him may enter any apartment at a reasonable hour, with 24-hour notice, to correct any problems that are within the purview of the co-op. In the event of an emergency, an apartment may be entered at any time. The responsibility for charges for such services is defined in the Proprietary Lease.
44. All owners must provide proof of homeowners insurance to the Managing Agent, on an annual basis, naming 21 North Chatsworth Owners Corporation as an insured party. In

- the event of failure to provide proof of insurance coverage the Corporation will purchase insurance for the apartment and the cost will be added to the monthly maintenance bill. Default shall be handled the same as default on maintenance fees.
45. A damage deposit is required for moving in and moving out. The \$500.00 security deposit is refundable after an inspection by the Superintendent confirms there is no damage to the common areas. The Managing Agent will refund this, or a portion thereof, after inspecting for damage. Permission to move in or out must be made 48 hours in advance and scheduled with the Superintendent who will pad the elevator. Moves (in or out) must be on weekdays between the hours of 8:30am and 5:00pm and are not permitted on Holidays or weekends.
 46. The Managing Agent, Superintendent or his delegate may enter any apartment at a reasonable hour, upon 24-notice, to verify compliance with the House Rules.
 47. Shareholders may not sublet their apartments unless there is proof of hardship with intent to return within one year. Any request for such consideration must be in writing to the management and Board of Directors. If permission is granted, a fee will be imposed.
 48. Any consent or approval given under these House Rules is revocable at any time, for cause.
 49. These House Rules may be added to, amended or repealed at any time by the resolution of the Board of Directors.
 50. Fines will be charged for violations of the House Rules as set by the Board of Directors.
 51. No smoking is permitted in common areas of the building. Persons who smoke outside must remain at least 10 feet from the building.
 52. Dumpsters for construction debris are permitted with Managing Agent approval. Dumpsters shall not be greater than 10 yards in size and shall not remain on the property for more than five consecutive weekdays. Dumpsters are not permitted on the property on weekends.
 53. Parking spaces are assigned only to shareholders who reside in the building. Not more than one space shall be allocated per apartment.

STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.
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CAS/98

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

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

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

1. APARTMENT AND USE

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

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

2. LENGTH OF SUBLEASE

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

3. RENT

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

4. COOPERATIVE DOCUMENTS

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

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

5. SECURITY DEPOSIT

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

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

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

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Sublease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the consent of the Apartment Corporation to this Sublease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Sublease will remain in effect. However, in such case, the Sublease will start on the date when You can move in; the ending date of this Sublease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Sublease as stated in Article 2, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

7. CAPTIONS

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

8. WARRANTY OF HABITABILITY

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

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

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

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

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

10. CHANGES AND ALTERATIONS TO APARTMENT

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

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

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

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

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

12. OBJECTIONABLE CONDUCT

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

13. SERVICES AND FACILITIES

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

B. The following utilities are included in the rent _____

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

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

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

14. INABILITY TO PROVIDE SERVICES

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

15. ENTRY TO APARTMENT

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

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

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

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

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

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

16. ASSIGNING; SUBLETTING; ABANDONMENT

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

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

17. DEFAULT

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

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

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

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

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

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

18. REMEDIES OF OWNER AND YOUR LIABILITY

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

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

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

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

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

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

19. ADDITIONAL OWNER REMEDIES

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

20. FEES AND EXPENSES

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

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

ing the Apartment or the Building which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

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

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

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

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

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

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

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

22. FIRE OR CASUALTY

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

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

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

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

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

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

23. PUBLIC TAKING

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

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

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

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

25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT

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

26. BILLS AND NOTICE

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

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

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

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

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

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

28. NO WAIVER OF SUBLEASE PROVISIONS

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

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

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

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

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

29. CONDITION OF THE APARTMENT

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

30. DEFINITIONS

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

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

31. SUCCESSOR INTERESTS

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

32. TERMINATION OF PROPRIETARY LEASE

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

33. INSURANCE

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

34. CONSENT

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

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

35. FURNITURE [DELETE IF INAPPLICABLE]

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

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

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

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

36. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]

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

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

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

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

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]

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

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

39. KEYS

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

40. WINDOW GUARDS

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

41. OWNER'S DEFAULT TO APARTMENT CORPORATION

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

42. BINDING EFFECT

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

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

WITNESS:

Owner's Signature (L.S.)

Sublessee's Signature (L.S.)

Sublessee's Signature (L.S.)

GUARANTY

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

Dated, _____

_____ Witness

_____ Guarantor

_____ Address