



REFCO MANAGEMENT CO. INC.

P.O. BOX 1027

Rock Hill NY 12775

PH – 845-888-5246

FAX – 845-888-8312

Email- Frankrefco@gmail.com

WWW.REFCOMANAGEMENT.COM

Managing Agent- Frank Deguzman

Date: _____

From: Unit Owner _____

Re; Application to sublet 448 East 87th Street unit # _____

Dear Shareholder:

“Our housing cooperative is committed to equal housing opportunity. We do not discriminate based on race, color, national origin, religion, sex, disability, familial status, citizenship and alienage status, sexual orientation, lawful source of income or occupation, marital status, age, military status or other characteristics protected by local fair housing laws.”

Attached is the application package you have requested. Please review and complete in full. Attach copies of all necessary documents and complete each form. There is a **non-refundable \$500.00** application fee (background check included) paid by the owner of the apartment which should be made payable to Refco Mgmt. Co. Inc., and included in your completed package. **If there are 2 applicants, the fee is \$600.** Should you need assistance, please feel free to contact my office.

Once the application package is received, one original by Mail and a copy by e-mail to FrankRefco@gmail.com, I shall review the application and if completed and all fees are paid in full, the application will then be forwarded to the Board of Directors. I will notify everyone when the process is completed and a decision has been made.

The entire process once received in this office and complete with all the necessary documentation and fees should take approximately two to three weeks. Please be aware of any additional fees, please contact my office for the fee for your building. Thank you for your attention in this matter.

Sincerely,
Frank A. DeGuzman



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SUBLETTING APPROVAL PROCESS

Subletting Approval Process

Shareholder must inform Managing Agent in writing of their intent to rent their Apartment. Upon receipt of written notification, the Managing Agent will send the Shareholder the appropriate documents to complete.

**Please Attach The Following Documents to The Application:
(Incomplete applications will not be accepted)**

- **Copy of Latest Paystub.**
- **Latest Monthly Bank Statement**
- **Current Landlord Contact Info**
- **Letter from Current Employer, including salary and duration of employment**
- **Copy of Driver's License and Social Security Card**
- **Signed Copy of House Rules (Refer to for Co-op Fees Board Interview Move in Fee Insurance requirements)**
- **Signed Copy of permission to do Background Check and Credit Report.**

The Managing Agent requests one original package to be mailed to Refco Management Co. Inc, with the application fee in the amount of \$500.00 paid by the owner and a copy of the entire package to be sent via email to Frankrefco@gmail.com. PLEASE UNDERSTAND THAT THE APPLICATION FEE ONCE RECEIVED IS NON-REFUNDABLE FOR ANY REASON.

The Boards final decision shall be made verbally to the unit owner by the managing agent. Tenant will be allowed to take occupancy only after all fees, and documents are received. Movers insurance is also required prior to move in. Please refer to the Co-op's House Rules for all requirements.



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LEASE APPLICATION

APPLICANT (PLEASE PRINT ALL INFORMATION)

Name in Full _____

Driver's License # _____ State _____

Address of Apartment requested _____
Number & Street _____ Apt # _____ City _____ State _____ Zip Code _____

Current Address _____
Number & Street _____ Apt # _____ City _____ State _____ Zip Code _____

Check One
 Rent Co-op/Condo Home Owner Other _____

Years At Current Address _____

If Less than 1 year list Previous Address _____
Number & Street _____ Apt # _____ City _____ State _____ Zip Code _____

Home Phone Number _____

Cell Phone Number _____

E-Mail Address _____

Lease Application

Name of Employer _____

Address Of Employer's Business _____
Number & Street _____ Apt # _____ City _____ State _____ Zip Code _____

Contact Person Name _____ Phone Number# _____

Occupation _____ Length of Employment _____
Salary (\$) _____

Other Income _____ If yes, please explain:

If current employment has been less than one year, list previous Employer information below.

Are you an officer of any corporation? _____
Do you engage in a home occupation? _____
If yes explain:

Are you a member of the Military? _____
Names of persons not on lease that will occupy the apartment list below:

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Do you own any animals? _____
If yes please explain _____

Have you ever claimed diplomatic immunity? _____
If Yes please explain: _____

Have you or any one that will occupy the apartment ever been arrested or indicted for or convicted of a felony or misdemeanor? _____
If yes please explain:

Lease Application

BANK REFERENCES

Name of Financial Institution _____

Checking Account Number _____

Savings Account Number _____

Accountant Name and address _____

Accountant Number _____

Please attach a copy of a Driver's License or Passport and a Social Security Card.

If this is for two persons, each person must complete this form.

Notice of Intent to Sublet

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: **Landlord**
name of landlord

.....
Address

.....
city state zip

Please take notice that the Tenant(s) intend to sublet as follows:

From: **Tenant(s)**
(1)..... name(s) of tenant(s) (The present occupant(s) of the apartment)

(2).....

.....
.address of apartment apt. no.

.....
city state zip

Address of Tenant(s) for term of sublet

Briefly describe those accommodations, e.g., no. of rooms; co-op, condo, house, etc.

.....
address

.....
city state zip

.....
tel. no

Business Address(es) of Tenant(s)

(1)(2).....
business address business address

.....
city state zip city state zip

.....
tel. no. tel. no.

(1)
name(s) of proposed subtenants

(2).....
Permanent home .address

Subtenant(s) (The proposed occupant(s) of the apartment)

.....
city state zip
.....
tel no.

Business address(es) of Subtenant(s)

(1)(2)
business address business address

.....
city state zip city state zip

.....
business tel no. business tel no.

Term of Sublease

From.....:.....20..... To..... 20.....

Date Tenant(s) to move out.....Date Subtenant(s) to move in.....

Is the Subtenant(s) already in occupancy?.....

Tenant(s) reason for subletting.....

Rent for sublet \$.....

Additional rent for furnishings \$.....

Other consideration being paid 5\$.....

Security deposit paid by Subtenant(s) to Tenant(s) \$.....

Was sublet arranged through a broker?..... If so, give name address and telephone number

.....
.....

A copy of the proposed sublease, to which a copy of tenant's lease (if available) has been attached, is annexed to and made part of this Notice.

Consent of Cotenant(s) or Guarantor(s)

The following Cotenant(s) and Guarantor(s) consent to this proposed sublease.

Date:

.....
The named signed must be printed beneath
[] Cotenant [] Guarantor

.....
The named signed must be printed beneath
[] Cotenant [] Guarantor

**Subtenant
Income Statement**

Attach separate statement for each Subtenant.

Gross yearly income from employment
Other income (identify source)

.....
.....
.....

Total Income.....

**Additional Information
Subtenant**

Attach separate page with numbered answers for each additional Subtenant.

(1) Occupation.....
(2) Number of years with present employer. If less than three years, give names and address of previous employers for three years.....

(3) Names of any other persons who will occupy apartment with subtenant and relationship to subtenant,

(4) Does the subtenant intend to use the premises in any way for business purposes? If so, explain:

(5) Does the subtenant claim diplomatic immunity?

(6) Will the subtenant keep any pets in the apartment? If so, give details.....

(7) Have you filed or has a proceeding been filed against you in bankruptcy? If so, give details.....

(8) Are you a co maker or endorser of any obligation? If so, give details.

(9) Other information.....
.....
.....

Signatures

Tenant(s)
(Share Holder) Date

Subtenant(s).....
Date

**LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD
BASED PAINT HAZARDS-INQUIRY REGARDING CHILD**

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.**

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated sub surfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: A child under six years of age resides in the unit.

A child under six years of age does not reside in the unit.

(Occupant signature)

Print occupant's name, address and apartment #

Certification by owner: I certify that I have complied with the provisions of §27-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazards to the occupant

(Owner signature)

RETURN THIS FORM TO

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS OWNER COPY/OCCUPANT COPY

Request for Taxpayer Identification Number and Certification

Name (if joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions as page 2 if your name has changed)

Business Name: (Sole proprietors see instructions on page 2)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other _____

Address: (number, street, and apt or suite number)

City, State and zip code _____

Part I - Taxpayer Identification Number (TIN)

Requester's name and address(optional) _____

List account number(s) here (optional) _____

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social Security Number _____

OR

Employer Identification Number _____

Part II

For Payees Exempt From Backup Withholding (See Part 11 instructions on page 2)

Part III

Certification

Under penalties of perjury, I certify that:

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross -out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (Also see Part 11 Instructions on page 2.)

Sign Here Signature : _____ Date: _____

**Guidelines For Certification of
Taxpayer Identification Number on
Substitute Form W-9**

Purpose of Form. A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certification will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this W-9 form.

What is Backup Withholding? -- Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certification, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

How to Get a TIN. -- If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4 Application for Employee Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Standard Form of Cooperative Apartment Sublease

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

Subtenant should read this Sublease carefully. If Subtenant has any questions, or if Subtenant does not understand any words or statements herein, obtain clarification from an attorney. Once Subtenant and Owner sign this Sublease, Subtenant and Owner will be presumed to have read it and understood it completely. Subtenant and Owner admit that all agreements between Subtenant and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). Subtenant understands 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 _____ (MM/DD/YYYY) between Owner (hereinafter referred to as "Owner", "Sublessor", "Sublandlord", or "Landlord"), _____ whose address is _____, and You, the Sublessee (hereinafter referred to as "Tenant", "Subtenant" or "Sublessee", or "You"), _____ whose current address is _____.

1. APARTMENT AND USE

Owner agrees to sublease to Subtenant Apartment _____ (the "Apartment") on the _____ floor in the cooperative apartment building at 448 East 87th Street (the "Building"), Borough of Manhattan, City and State of New York. Subtenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Subtenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f): _____.

Subtenant acknowledges that: (i) this Sublease may not commence until the occupancy of the Apartment by Subtenant and the Permitted Occupants has been approved by the Board of Directors of York 87 Owners Inc. (the "Apartment Corporation"), which also waives any first refusal rights that it may have with respect to this Sublease; and (ii) no other person other than Subtenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation, at the Owner's and the Apartment Corporation's sole discretion; and (iii) Subtenant's agreements as herein set forth constitute a substantial obligation of Subtenant and a material inducement for Owner to enter into this Sublease and, but for this inducement, Owner would not enter into this Sublease. If Subtenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Sublease and at law and /or equity.

2. SUBLEASE COMMENCEMENT DATE; LENGTH OF SUBLEASE

The "Sublease Effective Date" is the date a fully executed Sublease is returned to Subtenant or Subtenant's representative by Owner or its representative. The "Sublease Commencement Date" is _____ (MM/DD/YYYY). Except as may be provided for otherwise in this Lease, the term (that means the length) of this Sublease will begin on the Sublease Commencement Date and will end on _____ (MM/DD/YYYY) (the "Term"). Subtenant acknowledges that, notwithstanding anything to the contrary contained in this Sublease: (i) the Term of this Sublease may be reduced as provided for herein and (ii) the Term shall consist of the period beginning with the Sublease Commencement Date through and including, the date that is the last day of the month in which the one (1) year] (12) month(s) anniversary of the Sublease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Sublease. Subtenant's monthly rent for the Apartment is \$_____ per month. Subtenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Subtenant of by written notice.

When Subtenant signs this Sublease, Subtenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below) the following:

- (i) one (1) month's Rent (i.e., \$_____);
- (ii) the Security Deposit (in the amount stated in Article 5);
- (iii) any and all fees required in the Sublease Package (as hereinafter defined) or by the Apartment Corporation (subject to Real Property Law §238-a); and
- (iv) any commission due by Subtenant to the Brokers (as defined in Article 37 hereinafter) in connection with this Sublease.

B. If the Sublease Commencement Date shall not occur on the first day of a calendar month, the Rent

for such calendar month shall be prorated on a per diem basis. Subtenant acknowledges and agrees that at Owner's request, a copy of all [bank or cashier's] checks and the sublease package required by the Apartment Corporation (the "Sublease Package") must be submitted with the signed Sublease to Owner's Attorney and/or Broker (as hereinafter defined in Article 37). Subtenant shall complete the Sublease Package in good faith and with reasonable diligence (and in any event no later than _____).

c. If the Sublease begins after the first day of the month, Subtenant must pay when Subtenant signs this Sublease one (1) full months' Rent and for the next full calendar month Subtenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Sublease is the 16th day of the month, Subtenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Sublease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Sublease Commencement Date occurred.

d. Within five (5) business days after the request of Owner, at Owner's option, Subtenant shall return a document supplied by Owner (a "Memorandum Confirming Term") confirming the Sublease Commencement Date, the Rent Commencement Date (if different than the Sublease Commencement Date), the Sublease expiration date and any other material terms of this Sublease, certifying that Subtenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Subtenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Sublease, however, Subtenant's failure to do so shall not affect the occurrence of the Sublease Commencement Date or the validity of this Sublease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Subtenant by Owner.

e. Subtenant may be required to pay other charges to Owner under the terms of this Sublease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Subtenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Subtenant or (ii) fifteen (15) days from the date Subtenant is billed for the Additional Rent. If Subtenant fails to pay the Additional Rent on time, Owner shall have the same rights against Subtenant as if Subtenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by check, direct deposit or such other form of payment as required by Landlord only. If by direct deposit, Owner shall provide Subtenant the necessary wiring instructions.

f. Subtenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Sublease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one-half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.

g. Owner need not give notice to Subtenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Sublease Commencement Date. Payment of Rent in installments is for Subtenant's convenience only. If Subtenant is in default under any of the terms and conditions of this Sublease, Owner may give notice to Subtenant that Subtenant may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. COOPERATIVE DOCUMENTS

Subtenant understands that the Apartment is part of an apartment corporation, and that 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.

Subtenant 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 common charges for the Apartment to the Apartment Corporation). Subtenant 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. A violation of the Cooperative Documents by Subtenant or the Permitted Occupants shall be a default under this Sublease, for which Owner may pursue against Subtenant any and all remedies available at law and/or in equity, including but not limited to, the right of injunction and any other rights referred to in this Sublease. Subtenant has reviewed the Cooperative Documents or waived their examination.

5. SECURITY DEPOSIT

Subtenant is required to give Owner the sum of \$_____ (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Subtenant signs this Sublease as a security

deposit (the "Security Deposit"). Owner will deposit this Security Deposit in _____ bank at _____, New York. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Subtenant carries out all of Subtenant's agreements in this Sublease and if Subtenant moves out of the Apartment and return it to Owner vacant, broom clean, and in the same condition it was in when Subtenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of its own, Owner will return to Tenant the full amount of the Security Deposit, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Subtenant does not carry out all of Subtenant's obligations under this Sublease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Sublease shall not be deemed to be Owner's sole remedy for any default by Subtenant of Subtenant's obligations pursuant to the terms and conditions of this Sublease.

SUBTENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENTOR ADDITIONAL RENT BY SUBTENANT. Notwithstanding anything to the contrary contained in this Sublease, if Owner shall apply all or any portion of Subtenant's Security Deposit to cure a default of Subtenant hereunder during the Term of this Sublease, Subtenant shall within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 5. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Sublease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Subtenant's security either to Subtenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Subtenant, by registered, certified or overnight mail by a nationally recognized overnight courier, 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 Subtenant for the Security Deposit and the new owner will become responsible to Subtenant for the Security Deposit.

6. IF SUBTENANT IS UNABLE TO MOVE IN

Except as otherwise provided herein, Owner shall not be liable for failure to give Subtenant possession of the Apartment on the Sublease Commencement Date. Rent shall be payable as of the beginning of this Sublease Term unless Owner is unable to give Subtenant possession. A situation could arise which might prevent Owner from letting Subtenant move into the Apartment on the Sublease Commencement Date. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the Coop Waiver, Owner will not be responsible for Subtenant's damages or expenses and this Sublease will remain in effect. However, in such case, this Sublease will start on the Sublease Commencement Date and the ending date of this Sublease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Subtenant and Owner). Subtenant will not have to pay Rent until the date possession is available, or the date Subtenant moves in, whichever is earlier (however, in no event shall Subtenant move in or take possession prior to the date Owner shall have given Subtenant notice that Subtenant may take possession of the Apartment). Owner will notify Subtenant as to the date possession is available. If Owner does not give Subtenant notice that possession is available within thirty (30) days after the Sublease Commencement Date, provided that Owner's failure to deliver possession is not due to a Subtenant delay, Subtenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Subtenant's Termination Notice, this Sublease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Subtenant (except for non-refundable fees required in the Sublease package or by the Corporation) at the execution of this Sublease shall be promptly returned to Subtenant.

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. 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. Subtenant will do nothing to interfere with or make more difficult the Apartment Corporation's efforts to provide Subtenant and all other occupants of the Building with the required facilities and services. Any condition caused by Subtenant's misconduct or the misconduct of Subtenant Parties (as hereinafter defined) or anyone else under Subtenant's direction or control shall not be a breach by Owner.

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

A. At all times during the Term of this Sublease, Subtenant 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. Subtenant shall, at

Subtenant's own cost and expense, make all repairs caused or occasioned by Subtenant or Subtenant's agents, contractors, invitees, licensees guests, or servants (collectively hereinafter "Subtenant Parties"). In addition, Subtenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Subtenant 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 Subtenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Subtenant.

B. CLEANING. Subtenant is required to use only non-abrasive cleaning agents in the Apartment. Subtenant is responsible for damage done by use of any improper cleaning agents.

C. If Subtenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Subtenant's sole cost and expense. Owner's reasonable expense will be payable by Subtenant to Owner as Additional Rent within ten (10) business days after Subtenant receives a bill from Owner.

D. When this Sublease ends, Subtenant must remove all of Subtenant's movable property. Subtenant must also remove, at Subtenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Subtenant 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, Subtenant shall pay any such deposit or fee when requested by the Apartment Corporation. Subtenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Subtenant has not moved out until all persons, furniture and other property of Subtenant's is also out of the Apartment. If Subtenant's property remains in the Apartment after the Sublease ends, Owner may either treat Subtenant as still in occupancy and charge Subtenant for use, or may consider that Subtenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Subtenant's expense. Subtenant agrees 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.

E. Except as provided for otherwise in Article 38 of this Sublease, in the event that (i) Owner intends to offer to renew this Sublease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Sublease, Owner shall provide Subtenant written notice as follows:

(i) If Subtenant has occupied the Apartment for less than one (1) year and does not have a Sublease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;

(ii) If Subtenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Sublease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or

(iii) If Subtenant has occupied the Apartment for more than two (2) years or has a Sublease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.

F. Within a reasonable time after notification of either party's intention to terminate this Sublease, unless Subtenant provides less than two (2) weeks' notice of Subtenant's intention to terminate, Owner shall notify Subtenant in writing of Subtenant's right to request an inspection before vacating the Apartment. Subtenant shall have the right to be present at said inspection. Subject to the foregoing, if Subtenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Subtenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Subtenant requests such inspection, it shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, Owner may remedy such identified deficiencies at Subtenant's sole cost and expense as described hereinafter). Any and all repairs or alternations made to the Apartment as a result of said inspection shall be at its sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Subtenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

G. You shall have the option to renew the Lease for an additional term of twelve (12) months ("Renewal Term"). You shall provide Landlord/Owner with written notice at least ninety (90) days in advance of the expiration of the original Lease. See section 38 for further details on Renewal. Term of Tenant's election to proceed with a Renewal Term, which shall be formalized in a separate written lease amendment signed by the parties. Terms for rent for the Renewal Term shall be agreed upon between the parties once the notice has been provided. Owner and the Board of Directors reserve the right to refuse a renewal for any reason.

H. You shall allow Real Estate Broker, Owner, or any affiliated parties access to the Premises for showings for sale or rent starting ninety (90) days prior to the expiration of the Lease Term should the You choose not to renew..

10. CHANGES AND ALTERATIONS TO APARTMENT

A. Subtenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric or heating systems, without first obtaining the prior written consent of Owner

which may be withheld in Owner's sole discretion (and, if consent to do so is required under the Proprietary Lease, the Apartment Corporation. If Owner's consent (and the Apartment Corporation, if applicable) is given, the alterations and installations shall become the property of Owner when completed and paid for by Subtenant. They shall remain with and as part of the Apartment at the end of this Sublease Term. Notwithstanding the foregoing, Owner has the right to demand that Subtenant remove the alterations and installations at the end of the Sublease Term, and in such case Subtenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Subtenant on the walls. Any and all work shall be performed by Subtenant in accordance with the terms and conditions of this Sublease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Subtenant's contractor shall also supply, on prior written notice as provided for in the Cooperative Documents (but in any event on no less than seven (7) business days prior notice), before performing any such work, a certificate of insurance naming Owner, the Apartment Corporation and the Building's managing agent (if applicable) as additional insured.

B. Without Owner's and/or the Apartment Corporation's prior written consent, Subtenant 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 occupants of the Building. Also, Subtenant cannot place in the Apartment water-filled furniture.

C. If a lien is filed on the Apartment or Building due to Subtenant's fault, Subtenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Subtenant fails to do so within ten (10) days after Subtenant has written notice about the lien, in which case, Owner's costs shall be paid by Subtenant as Additional Rent.

D. **APPROVED ALTERATIONS. [DELETE IF INAPPLICABLE]** Anything contained herein to the contrary notwithstanding, provided that Both Owner and Subtenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Subtenant, at Subtenant's sole cost and expense, but for the sake of clarity and emphasis (1) all other terms and conditions of this Sublease (including, without limitation, the terms and conditions contained in this Article 10 hereof) shall still apply, and (2) all work shall be performed in accordance with the Apartment Corporation Documents:

Owner Initial: _____ Subtenant Initial: _____

11. SUBTENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. **GOVERNMENT LAWS AND ORDERS.** Subtenant will obey and comply: (i) with all present and future city, state and federal laws, rules, regulations and codes of any governmental or quasi-governmental entity or body 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. Subtenant 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 SUBTENANT.** Subtenant will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. **SUBTENANT'S RESPONSIBILITY.** Subtenant is responsible for its behavior, the Permitted Occupants of the Apartment, the Subtenant Parties and any other people who are visiting Subtenant. Subtenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other people visiting the Apartment, have not obeyed applicable laws, rules, regulations, and codes of any governmental or quasi-governmental entity, the Cooperative Documents or this Sublease.

12. OBJECTIONABLE CONDUCT

Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Subtenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building, or anything which violates the Cooperative Documents. Objectionable Conduct by Subtenant, the Subtenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Sublease on six (6) days written notice to Subtenant that this Sublease will end.

13. SERVICES AND FACILITIES

A. **REQUIRED SERVICES.** The Apartment Corporation (or Owner, as the case may be) will provide (i) cold and hot water and heat, as required by law; (ii) repairs to the Apartment not caused by Subtenant (subject to the terms

and conditions of this Sublease), the Subtenant Parties any other people visiting the Apartment, as required by the Proprietary Lease; (iii) elevator service if the Building has elevator equipment; and the utilities, if any, included in the Rent, as set forth in subparagraph B below. Subtenant is 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.** Subtenant acknowledges and understand that Owner has no obligation to supply or liability in connection with utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Subtenant shall be responsible, at Subtenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Sublease).

(i) Subtenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).

D. Stopping or reducing of service(s) will not be reason for Subtenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Subtenant or the Subtenant Parties act(s), omissions or neglect, shall be repaired at its sole cost and expense. In the event that Subtenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at its expense and charge the same to Subtenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Subtenant's negligence, acts or misuse, shall be promptly repaired by the Owner at the Owner's sole cost and expense. The Apartment Corporation or Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Subtenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Subtenant's use and enjoyment of the Apartment.

E. **APPLIANCES.** Appliances supplied by Owner in the Apartment are for Subtenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Subtenant's or the Subtenant Parties' negligence or misuse, Subtenant will pay Owner for the cost of such repair or replacement as Additional Rent. Subtenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Subtenant must not use more electric than the wiring or feeders to the Building can safely carry.

F. **FACILITIES AND AMENITIES.** 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 (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), and provided such use is transferable to Subtenant by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to Subtenant free of charge and at Subtenant's own risk. Subtenant will operate at its expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Subtenant therefor or without in any way affecting this Sublease or the liability of Subtenant hereunder or causing a diminution of rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

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 Subtenant 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: To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations or changes Owner or the Apartment Corporation decide are necessary. Subtenant's Rent will not be reduced because of any of the foregoing.

A. To show the Apartment to potential buyers or lenders.

B. For ninety (90) days before the end of the Sublease Term, to show the Apartment to persons who wish to sublease it.

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

D. If, at any time, Subtenant is 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 Subtenant, unless during this entry, any authorized party is negligent or misuses Subtenant's property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. **ASSIGNING AND SUBLETTING.** Subtenant cannot assign this Sublease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant) without the prior written consent of the Owner, which Subtenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Subtenant assigns this Sublease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Sublease and at law and/or in equity, Owner has the right to cancel the Sublease. Subtenant must get Owner's written permission as provided for herein, each time Subtenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Subtenant remains bound to the terms of this Sublease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Subtenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Subtenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate the Sublease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Subtenant in writing within thirty (30) days after its request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Subtenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Sublease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Sublease.

B. **Abandonment.** If Subtenant moves out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. Subtenant will remain responsible for each monthly payment of Rent as it becomes due and Additional Rent until the end of this Sublease. In case of abandonment Subtenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

17. DEFAULT

A. Subtenant defaults under the Sublease if Subtenant acts in any of the following ways:
(i) Subtenant fails to carry out any agreement or provision of this Sublease;
(ii) Subtenant does not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
(iii) Subtenant and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If Subtenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Subtenant with a written notice to stop or correct the specified default within ten (10) days. Subtenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Subtenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

B. If Subtenant does not stop, correct, or begin to materially correct a default within ten (10) days, as provided for above, or engages in Objectionable Conduct, Owner shall give Subtenant a written notice that this Sublease will end six (6) days after the date such written notice is sent to Subtenant. At the end of the six (6) day period, this Sublease will end and Subtenant then must move out of the Apartment. Even though this Sublease ends, Subtenant will remain liable to Owner for unpaid Rent (and Additional Rent, as applicable) up to the end of this Sublease, and damages caused to Owner after that time as stated in Article 18.

C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Sublease requires, Owner or Owner's agent shall send Subtenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Subtenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent and/or Additional Rent within fourteen (14) days after such written fourteen (14) day demand for Rent and/or Additional Rent has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Sublease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Subtenant has moved out; (ii) go to court and ask that Subtenant and all other occupants in the Apartment be compelled to move out.

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

18. REMEDIES OF OWNER AND SUBTENANT'S LIABILITY

If this Sublease is ended by Owner because of Subtenant's default, the following are the rights and obligations of

Subtenant and Owner.

A. Subtenant must pay its Rent and Additional Rent until this Sublease has ended. Thereafter, Subtenant must pay an equal amount for what the law calls "use and occupancy" until Subtenant actually moves out.

B. Once Subtenant is 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. Notwithstanding the foregoing, if Subtenant vacates the Apartment in violation of the terms of this Sublease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.

C. Whether the Apartment is re-rented or not, Subtenant 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 getting Subtenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and

(iii) Owner's expenses for attorney's (except in the event of a default judgment).

D. Subtenant shall pay all aforementioned 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 Subtenant owes Owner, Subtenant cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change Subtenant's liability for damages. Except as may be provided for otherwise in Article 18(B) of this Sublease, Owner is not required to re-rent the Apartment.

19. **ADDITIONAL OWNER REMEDIES**

If Subtenant does not do everything Subtenant has agreed to do, or if Subtenant does anything which shows that Subtenant intends not to do what Subtenant agreed to do, Owner has the right to ask a Court to make Subtenant carry out its 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 (INCLUDING BUT NOT LIMITED TO LEGAL FEES)**

A. Subtenant 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, omissions or negligence by Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other visitors to the Apartment;

(ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties, or any other persons who visit the Apartment or work for Subtenant has caused;

(iii) Preparing the Apartment for the next tenant if Subtenant moves out of the Apartment before the Sublease ending date without Owner's prior written consent;

(iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Subtenant because of a default by Subtenant under this Sublease; or for defending lawsuits brought against Owner because of the actions of Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other persons who visit the Apartment.

(v) Removing any of Subtenant's property from the Apartment after this Sublease is ended;

(vi) Any miscellaneous charges payable to the Apartment for services Subtenant requested that are not required to be furnished to Subtenant under this Sublease for which Subtenant has failed to pay the Apartment 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 Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other persons who visit the Apartment.

These fees and expenses shall be paid by Subtenant to Owner as Additional Rent within ten (10) business days after Subtenant receives Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, Subtenant will still be liable to Owner for the same amount as damages. In the event Subtenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

B. Subtenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Subtenant of a lawsuit brought by Owner against Subtenant or brought by Subtenant against Owner to the extent provided by Real Property Law Section 234.

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

21.

PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Subtenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to Subtenant for any of the following: (i) any loss of or damage to Subtenant or Subtenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Subtenant's property delivered to any agent or employee of the Apartment Corporation (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Subtenant by actions, negligence or violations of their lease or the Cooperative Documents made by any other tenant or person in the Building except to the extent required by law. Subtenant further understands and agrees that Owner's and/or the Apartment Corporation's employees are not authorized by Owner to care for Subtenant's personal property. Owner is not responsible for any loss, theft, damage to Subtenant's personal property, or any injury caused by the property or its use by Building employees.

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 Subtenant 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 Subtenant to cancel the Sublease.

22.

FIRE OR CASUALTY

A. Subtenant shall give Owner immediate notice in case of fire or other damage to the Apartment. 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 Subtenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident, or other casualty. This reduction will be based upon the square footage of the part of the Apartment which is unusable, as determined by Owner.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Subtenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Sublease is cancelled, Owner need not restore the Apartment.

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 Subtenant written notice of this decision within the latter of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Sublease by giving Subtenant written notice of this decision within thirty (30) days after the date when the damage occurred. If the Apartment is unusable when Owner gives Subtenant such notice, this Sublease will end sixty (60) days from the last day of the calendar month in which Subtenant was given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Subtenant may give Owner written notice that Subtenant ends the Sublease. If Subtenant gives that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Subtenant's Security Deposit and the pro-rata portion of Rent and Additional Rent paid for the month in which the casualty happened.

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

F. Subtenant acknowledges that if fire, accident, or other casualty causes damage to any of Subtenant's personal property in the Apartment, including, but not limited to Subtenant's furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to Subtenant for the repair or replacement of any such damaged personal property unless such damage was as 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. Subtenant shall have no claim against Owner for any damage resulting; Subtenant also agrees that by signing this Sublease, Subtenant assigns to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

24.

SUBORDINATION, CERTIFICATES AND ACKNOWLEDGMENTS

Notwithstanding any provisions to the contrary contained in this Sublease, this Sublease and Subtenant's rights, are

subject and subordinate to the Proprietary Lease and all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) (now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, (d) any lien created by the Cooperative Documents, and (e) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage or the Cooperative Documents come into effect, the holder of any such mortgage or the Apartment Corporation can end this Sublease and such parties may commence legal action to evict Subtenant from the Apartment. If this happens, Subtenant acknowledges that Subtenant has no claim against Owner, the Apartment Corporation or such mortgage holder. If Owner requests, Subtenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner or the Apartment Corporation may require. Subtenant authorizes Owner to sign such acknowledgment(s) for Subtenant if Subtenant fails to do so within five (5) days of Owner's request.

Subtenant also agrees 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 Subtenant has no present claim against Owner.

25. SUBTENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Apartment Corporation waives any right of first refusal it may have with respect to this Sublease, if Subtenant pays the Rent and any required Additional Rent on time and Subtenant does everything Subtenant has agreed to do in this Sublease, Subtenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 22, 23 and 24.

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Sublease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Sublease) and shall be given by registered or certified mail, return receipt requested, by overnight mail by a nationally recognized overnight carrier, or via email addressed to each of the following parties:

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

If to Owner:

With a copy to:

If to Subtenant: at Apartment, subsequent to Commencement Date

Email address:_____

Prior to Commencement Date:

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

Notwithstanding anything to the contrary contained in this Sublease, any notice from Owner or Owner's agent or attorney may be delivered to Subtenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery or three (3) business days after being mailed if by certified or registered mail.

A. Both Subtenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or

counterclaim (excluding compulsory counterclaims) on any matters concerning this Sublease, the relationship of Subtenant and Owner as sublessee and sublessor or Subtenant's 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 Subtenant which asks that Subtenant be compelled to move out, Subtenant cannot make a counterclaim unless Subtenant is 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 Subtenant's Rent and/or Additional Rent or fails once or more often to take action against Subtenant when Subtenant has not done what Subtenant has agreed to do in this Sublease the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Subtenant does not do what Subtenant has agreed to do herein.

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

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

D. Any agreement to end this Sublease and also to end the rights and obligations of Subtenant and Owner must be in writing, signed by Subtenant and Owner or Owner's agent. Even if Subtenant gives 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; APARTMENT RENTED "AS IS"

A. By signing this Sublease Subtenant acknowledges that Owner, Owner's representatives and/or the Apartment Corporation's employees, agents, or superintendent have not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Sublease but before Subtenant begins occupancy, Subtenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Subtenant requests such inspection, the parties shall execute a written agreement before Subtenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Subtenant has inspected the Apartment (or Subtenant has waived such inspection) and Subtenant accepts it in its present condition "as is", except for any condition which Subtenant could not reasonably have seen during its inspection. Subtenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit B annexed hereto (if any) and made apart hereof.

30. HOLDOVER

A. At the end of the Term, Subtenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Subtenant's property and all of Subtenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.

B. Subtenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Subtenant in surrendering the Apartment upon the termination of this Sublease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.

C. If Subtenant holds over possession after the expiration date of the Sublease or earlier termination of the Sublease term or any extended term of this Sublease, such holding over shall not be deemed to extend the term of this Sublease or renew this Sublease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 30 imply any right for Subtenant to remain in the Apartment after the expiration or earlier termination of this Sublease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover Subtenant; or (iv) will any monies paid by Subtenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Sublease be deemed to reinstate any form of tenancy between Subtenant and Owner. In connection with such holdover, Subtenant shall pay the following charges for the use and occupancy of the Apartment for each month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Subtenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

(i) TWO (2) times the highest monthly Rent set forth in this Lease, plus

(ii) items of Additional Rent that would have been payable monthly pursuant to this Sublease, had this Sublease not expired or terminated,

The aforesaid provisions of this Article 30 shall survive the expiration or earlier termination of this Sublease.

31. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and

Additional Rent from Subtenant 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. Subtenant. The Term "Subtenant" means the person or persons signing this Sublease as sublessee and the respective heirs, distributees, executors, administrators, successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and Subtenant.

32. **SUCCESSOR INTERESTS**

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

33. **TERMINATION OF PROPRIETARY LEASE**

Subtenant acknowledges that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end thirty (30) days after the Proprietary Lease is terminated. In such event, Owner shall return to Subtenant the Rent paid in advance on a pro rata basis.

34. **INSURANCE**

A. As a material inducement for Owner to enter into this Sublease, Subtenant shall obtain (i) liability insurance insuring Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Subtenant's furniture and furnishings and other items of personal property located in the Apartment. Subtenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner.

B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Neither Owner nor the Apartment Corporation is liable to Subtenant for permitting or refusing entry of anyone into the Building. Subtenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Subtenant. If an action is brought against Owner arising from Subtenant's acts, omissions or neglect, Subtenant shall defend Owner at Subtenant's sole cost and expense with an attorney reasonably acceptable to Owner. Subtenant is responsible for all acts, omissions or neglect of the Subtenant Parties.

C. Subtenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Sublease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Subtenant agrees, at Subtenant's sole cost and expense to procure and maintain at all times during the Sublease term the following insurance:

(i) General Liability Insurance for an amount not less than \$500,000 Dollars with an umbrella policy of no less than _____

(ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Subtenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner, the Apartment Corporation and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of the Subtenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Subtenant on the Sublease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Subtenant until such time as evidence of such insurance is delivered by Subtenant to Owner (however, Subtenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Sublease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Subtenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Sublease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Subtenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Subtenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

35. **CONSENT**

Subtenant shall furnish to the Apartment Corporation or its managing agent, within 5 (five) business days after the date of this Sublease, such personal and financial references and additional information concerning Subtenant 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. Subtenant 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 Subtenant 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, Subtenant shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period, if Subtenant is 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 Subtenant.

36. FURNITURE [DELETE IF INAPPLICABLE]

The Apartment is being subleased as fully furnished. All furniture and furnishings contained in the Apartment (the "Apartment Furniture") are listed in Exhibit C annexed hereto (if any) and made a part hereof. Subtenant shall accept the Apartment Furniture "as is" on the commencement date of this Sublease. Owner represents that all Apartment Furniture are in good repair and in working order on the commencement date of this Sublease except as may be noted in Exhibit C.

Subtenant shall take good care of the Apartment Furniture during the pendency of this Sublease and shall be liable for any damages caused by Subtenant or the Subtenant Parties to the Apartment Furniture. Subtenant shall not be responsible for any damages to the Apartment Furniture not caused by Subtenant or Subtenant Parties or caused by ordinary wear and tear. Subtenant shall surrender the Apartment Furniture 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 Apartment Furniture when this Sublease terminates, Subtenant shall pay Owner upon demand the cost of any required repairs.

Subtenant may not remove any Apartment Furniture from the Apartment or change the location of any Apartment Furniture during the pendency of this Sublease without Owner's prior written consent.

37. BROKER [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS DELETED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH A]

A. Owner and Subtenant represent that in the negotiation of this Sublease they dealt with no broker(s) other than ~~the "Subtenant's Broker" and the "Owner's Broker"~~ (the "Subtenant's Broker") and ~~the "Owner's Broker"~~ (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by ~~Subtenant~~ ~~Owner~~ **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVE]** in accordance with a separate agreement subject to a fully executed and delivered sublease.

B. Subtenant represents to Owner that Subtenant has not dealt with any real estate broker in connection with the leasing of the Apartment.

C. Owner and Subtenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Subtenant. The provisions of this Article 37 shall survive the expiration or sooner termination of this Sublease.

38. SUBTENANT'S OPTION TO RENEW

A. Subtenant shall have the right to extend the term of this Sublease for 1 year(s) commencing _____, and ending on _____, (the "Extension Term") provided: (i) Subtenant gives Owner notice (the "Extension Notice"), in the manner required under this Sublease, of Subtenant's election to extend the term of this Sublease; (ii) the Election Notice must be given to Owner at least 90 (ninety) days prior to the ending date of this Sublease stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Subtenant shall have been timely in Subtenant's payment of Rent and Additional Rent and may not be in default of any provisions of this Sublease when the Extension Notice is given and on the commencement date of the Extension Term; and (iv) Subtenant is occupying the Apartment and have not assigned this Sublease nor sublet the Apartment. If Subtenant fails to send the Extension Notice to Owner by the date specified herein, TIME BEING OF THE ESSENCE, this Article 38 shall be of no further force and effect.

B. The monthly Rent payable by Subtenant during the Extension Term shall be \$_____.

C. All provisions of this Sublease, except as specifically modified by this Article 38, shall be, and remain in, full force and effect during the Extension Term.

39. TERRACES AND BALCONIES (IF APPLICABLE)

All of the terms and conditions of this Sublease apply to the terrace or balcony, if applicable. Subtenant's use of the terrace or balcony must comply with the Cooperative Documents and any other rules that may be provided to Subtenant by Owner. Subtenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Subtenant may not install a fence or any addition on the terrace or balcony. Subtenant is responsible for making all repairs to the terrace or balcony if caused by Subtenant, the Subtenant Parties or any other visitor to the Apartment, at its sole expense.

40. LEAD PAINT DISCLOSURE

Simultaneously with the execution of this Sublease, Subtenant 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. Subtenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

41. PETS

Subtenant may not keep any pets in the Apartment. No pigeons or other birds or animals shall be fed from the window sills, fire escapes or court spaces, or public portions of the buildings or on the sidewalk or street adjacent to the building.

42. KEYS/SECURITY

A. Subtenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Subtenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner, and to the Apartment Corporation or its managing agent. Only Owner and the Apartment Corporation or its managing agent may make such additional sets of keys upon Subtenant's written request with the above mentioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than 1 day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Subtenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).

B. Subtenant agrees and understands that Subtenant may be charged a re-keying fee for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Subtenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

43. WINDOW GUARDS

Simultaneously with the execution of this Sublease, Subtenant shall complete and deliver to Owner and/or the Apartment Corporation a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Sublease. Subtenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

44. BEDBUG DISCLOSURE

Subtenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Sublease.

45. SPRINKLER DISCLOSURE

Subtenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Sublease.

46. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens and Tenant acknowledges receipt of such notice.

47. NO SHORT TERM RENTAL

Under no circumstances shall Subtenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Subtenant does so, Owner has the right to immediately terminate this Sublease.

SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT. IF SUBTENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS SUBLEASE UPON SIX (6) DAYS' WRITTEN NOTICE TO SUBTENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS SUBLEASE AND AT LAW OR EQUITY, SUBTENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). SUBTENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY.

48. INDEMNIFICATION

Subtenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against, and from, any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Subtenant, or the Subtenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof.

49. NOISE

Subtenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Subtenant agrees to promptly notify Owner in writing of all noise complaints or summons which Subtenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT. IF SUBTENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER

THIS SUBLEASE AND AT LAW OR EQUITY, SUBTENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).

50. OWNER'S DEFAULT TO APARTMENT CORPORATION

If: (i) Owner defaults in the payment to the Apartment Corporation of common charges or other assessments payable to the Apartment Corporation with respect to the Apartment; (ii) the Apartment Corporation notifies Subtenant of such default; and (iii) the Apartment Corporation instructs Subtenant to pay the Rent and Additional Rent under this Sublease to the Apartment Corporation, then Subtenant shall pay all future installments of Rent and/or Additional 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 Subtenant pays any installment of Rent and/or Additional Rent payable under this Sublease to the Apartment Corporation as herein provided, Subtenant has satisfied its obligation to pay any such installment of Rent and/or Additional Rent to Owner. Nothing contained in this Article shall suspend Subtenant's obligation to pay rent under this Sublease.

51. WAIVER OF LIABILITY

Anything contained in this Sublease to the contrary notwithstanding, Subtenant agrees that Subtenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Sublease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Subtenant's claim hereunder.

52. OWNER'S APPROVAL

If Subtenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Subtenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Subtenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived). Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Subtenant is successful therein, Owner shall be responsible to pay Subtenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.

53. BANKRUPTCY; INSOLVENCY

If (i) Subtenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Subtenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Subtenant's or Subtenant's property is appointed, Owner may give Subtenant thirty (30) days' notice of cancellation of the Term of this Sublease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Subtenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.

54. CONTROLLING LAW

Subtenant acknowledges that by negotiating and entering into this Sublease, Subtenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Sublease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Subtenant at Subtenant's address as set forth in this Sublease, or in any manner provided by New York Law.

Subtenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Subtenant shall agree to consent to, the service of process in, and the jurisdiction of the courts of, New York State.

55. OWNER'S CONTROL

The Sublease shall not end or be modified nor will Subtenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

56. COUNTERPARTS

This Sublease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

57. BINDING EFFECT

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in Subtenant's 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 Subtenant and Owner and a fully executed copy of this Sublease is delivered to both

Subtenant and Owner.

58. **SMOKING**

THERE IS NO SMOKING PERMITTED OUTSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF SUBTENANT DISREGARDS THIS AGREEMENT, SUBTENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT.

59. **GARBAGE, REFUSE AND RECYCLING**

Subtenant shall comply with the rules and regulations of the Apartment Corporation in all respects, including, but not limited to, those regarding garbage and recycling laws. Subtenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Apartment Corporation in all respects. Subtenant agrees to promptly pay Owner for any violations for violation of Subtenant's obligations pursuant to this Article 59.

60. **TOILETS/PLUMBING FIXTURES**

The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

61. **EMERGENCIES**

Subtenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Subtenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

62. **THIRD PARTY BENEFICIARY**

This Sublease is an agreement solely for the benefit of Owner and Subtenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Subtenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 64 shall survive the termination hereof.

63. **MOVING IN, VACATING APARTMENT AND TERMINATION**

A. Should Owner become concerned with the inadequate care and/or supervision of Subtenant's moving company's crew, Subtenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.

B. In the course of Subtenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Subtenant shall be responsible to pay for the repair of such damage.

C. Upon the expiration of this Sublease, Subtenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Subtenant's breach of this Article 66 shall be borne by Subtenant and shall be deemed Additional Rent.

64. **OWNER UNABLE TO PERFORM**

Notwithstanding anything to the contrary contained in this Sublease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Subtenant pursuant to this Sublease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

65. **ILLEGALITY**

If a term in this Sublease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

SIGNATURES CONTINUED ON NEXT PAGE

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

WITNESS:

(L.S.)

Owner's Signature

(L.S.)

Sublessee's Signature

(L.S.)

Sublessee's Signature

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

Exhibit A

MEMORANDUM CONFIRMING TERM

[DELETE IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") is made as of _____, _____
_____ between
_____, ("Owner") and _____
("Subtenant"), pursuant to that certain Sublease Agreement between Owner and Subtenant
dated as of _____ (MM/DD/YYYY), (the "Lease") for the Apartment located at
_____ (the "Apartment"), and more particularly
described in the Sublease. All initial-capitalized terms used in this Memorandum have the
meanings ascribed to them in the Sublease.

- 1) Owner and Subtenant hereby confirm that:
 - (a) The Sublease Commencement Date of the Sublease Term is
_____ (MM/DD/YYYY);
 - (b) The expiration date of the Sublease Term is _____; (MM/DD/YYYY)
and
 - (c) The date Rent commences under the Sublease is _____
(MM/DD/YYYY), _____.

- 2) Subtenant hereby confirms that:
 - (a) All commitments, arrangements or understandings made to induce
Subtenant to enter into the Sublease have been satisfied;
 - (b) The condition of the Apartment complies with Owner's obligations under the
Sublease; and
 - (c) Subtenant has accepted and is in full and complete possession of the Apartment.

- 3) This Memorandum shall be binding upon and inure to the benefit of the
parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set
forth above.

OWNER:

By:

—

Name:

—

SUBTENANT:

By:

Name:

By: _____

____ Name:

BACKGROUND CHECK APPLICATION

Applicant(s) Information and Signature Release

Print Clearly - All Fields are Required 2 pages

(Note: Tenant requests are per applicant and not filed per bureau compliance)

Applicant Full Name: _____

First _____ Middle _____ Last _____

SSN#: _____ - _____ - _____ DOB (MM/DD/YYYY): ____/____/____

Address: _____ APT# _____

City: _____ State: _____ ZIP: _____

Former Address (if not a present address for 2 years) _____

Drivers License # _____ State: _____

Current Bank Account Number _____

Current Bank Routing Number _____

CURRENT LANDLORD INFORMATION: NO P.O BOXES

Name: _____

First _____ Last _____

Phone #: _____ Address: _____ APT #: _____

City: _____ State: _____ Zip: _____

CURRENT EMPLOYER INFORMATION:

Name of Company: _____

Address of worksite: _____ Apt #: _____

City: _____ State: _____ Zip: _____

Employer Contact Name: _____

First _____ Last _____

Employer contact phone #: _____

PREVIOUS ADDRESS

Address: _____ APT #: _____

City: _____ State: _____ Zip: _____

PREVIOUS LANDLORD ADDRESS AND CONTACT

Name: _____

First _____ Last _____

Phone #: _____ Address: _____ APT #: _____

City: _____ State: _____ Zip: _____

I Authorize the named Below to obtain a Credit Report, Criminal report, Bad check Writing History, Landlord-Tenant Court Filing, Employment verification including salary and or even eviction check, on me, through American Tenant Screen INC for tenant screening purposes.

Applicant Signature: _____ Date: ____ / ____ /20 ____