

SUBLEASING

200 EAST 16TH STREET HOUSING CORPORATION

The Lovett Company, LLC
REAL ESTATE MANAGEMENT

PROCEDURE FOR SUBLEASE OF APARTMENTS

At a meeting of the Board of Directors held on July 23, 2007, the Board concluded that the sublet of apartments to a full-time student will not be approved by the Board of Directors.

Please allow a minimum of thirty (30) days for processing your application.

The Resolution in reference to the Sublet Policy is as follows:

It is hereby RESOLVED, that the Sublet Policy of the Apartment Corporation commencing October 1, 1998 shall be as follows:

The Board of Directors hereby enacts a Sublet Policy in accordance with the provisions of the Proprietary Lease, which strictly prohibits subletting, without the prior consent of the Board of Directors. The Board of Directors, in its sole discretion, will determine the criteria for the granting of the consent of the Board of Directors for a sublet application.

1. TERM OF THE SUBLEASE

The term of any sublease shall be for a period of one (1) year. In event the shareholder seeks a renewal term, the Shareholder(s) will be required to submit a renewal application for subleasing at least sixty (60) days prior to the expiration of the initial sublease term. The granting of a consent to a renewal of the Sublease shall be solely within the discretion of the Board of Directors.

2. SUBLEASING CONDITIONS:

The Board of Directors shall approve no Sublease unless and until the following conditions are met:

- The Shareholder(s) furnish a duplicate key to all Apartment door locks to the Managing Agent for retention by the building Superintendent;
- The Shareholder(s) designate the Managing Agent, or an agent in the local area, to be responsible for the Apartment in the Shareholder(s) absence. Such designated agent must be provided with any change of address and/or telephone number(s) of the Shareholders during the complete term of the Sublease;
- The Shareholder(s) designate an individual located in Manhattan as their agent for service of process;
- The Shareholder(s) and/or Subtenant(s) obtain homeowners insurance satisfactory to the Board of Directors, and provide a Certificate evidencing such insurance to the Managing Agent prior to the commencement of the Sublease Term;
- At its sole discretion, the Board of Directors shall conduct an interview of the prospective Subtenant(s), including all anticipated residents of the Apartment subsequent to receipt of all the required documentation listed below.

SUBLET POLICY

3. REQUIRED INFORMATION

In order to process the sublease, the Board of Directors requires that you submit **One (1) original set and SIX (6) collated copy sets of the following. These documents must be submitted to The Lovett Company, LLC. 109-15 14th Avenue, College Point, NY 11356, Attn: Resale/Lease Department.**

- A copy of the fully-executed Sublease Agreement;
- A completed Application;
- Annexed to the Sublease Agreement is a copy of the enclosed Rider to Sublease Agreement, executed by both the Shareholder(s) and their prospective Subtenant(s), which represents, in part, that the provisions of the Sublease are in compliance with both the Proprietary Lease and all rent guidelines and regulations;
- Two personal reference letters for the Subtenant(s);
- A copy of the Subtenant(s)' current pay stub together with a copy of the previous year's Federal Income Tax Return;
- A letter verifying the Subtenant(s)' employment with its current employer.
- If self employed, a copy of the Subtenant(s)' last two (2) years' Federal Income Tax Returns and W-2 Forms; and
- All checks required to be paid at time of Sublease Application as per the "Schedule of Fees" section immediately following.

Your completed package should be sent to:

John B. Lovett & Associates, Ltd.
College Point, New York 11356
c/o Yajaira Crespo, Transfer Agent

Phone: (718) 445-9500 x149
Fax: (718) 445-9704
ycrespo@lovettrealty.com

4. SCHEDULE OF FEES: THE FOLLOWING FEES ARE PAYABLE UPON SUBMISSION OF THE APPLICATION. ONLY CERTIFIED CHECKS, BANK CHECKS OR MONEY ORDERS WILL BE ACCEPTED.

The Board of Directors has authorized the establishment of the following Schedule of Fees, which must be paid as a condition of the Sublet Policy. All fees must be paid at the time of the Sublease Application, unless otherwise specified, made payable as indicated on the next page.

SUBLET POLICY (continued)

- **Sublet Fee:**

A sublet fee in the sum equal to **twenty percent (20%) of the annualized maintenance** must be paid together with the submission of the Sublease Application. If the Board of Directors denies the Application, the Sublet Fee will be returned. If the Sublet is approved, this Sublet Fee is then non-refundable and if for example, the Subtenant vacates the premises prior to the end of the Sublease term for any reason whatsoever, there will be no refund of any pro-rata portion of the Sublet Fee. The check for the fee will be returned in the event the sublet is not approved. As an example, if an apartment has an annual maintenance of \$6000.00, a sublet fee sum of \$1,200 is due. The Sublet Fee must be paid before the effective date of the Sublease. ***Please make check payable to: 200 East 16th Street Housing Corp.***

Note: For all sublets effective March 1, 2010, or later, the sublet fee of 20% of the current annualized maintenance is due each of the first two years of a sublet. Thereafter, the fee will be 25% of the annualized maintenance for each year.

- **Move-In Security Deposit:**

A Refundable Security Deposit in the amount of \$500. This sum shall be held by the Managing Agent in a non-interest bearing account for the duration of the Sublease, and shall be used solely to pay for any damages to the Premises during the move-in.

Please make check payable to: 200 East 16th Street Housing Corp.

- **Application Processing Fee:**

A Non-Refundable Processing Fee in the amount of \$350.00.

Please make check payable to The Lovett Company, LLC

- **Credit Check Fee:**

A Non-Refundable Credit Report Fee in the amount of \$75.00 per applicant.

Please make check payable to The Lovett Company, LLC

- **Lease Renewal Fee:**

When the sublease renewal is due, and once it has been approved by the Board of Directors, the shareholder will be notified in writing by Management. At the time the renewal is submitted, a \$150.00 Sublease Renewal fee is due and *payable to The Lovett Company, LLC.*

PROCESSING OF YOUR APPLICATION TAKES APPROXIMATELY THREE WEEKS.

All checks set forth above must be remitted to the Managing Agent together with the Sublease Application, enclosed Rider to Sublease Agreement, and other required documents. It is the Shareholder(s)' responsibility to ensure the payment of all fees and that the Sublease Application Package is accurate and complete. ***If all fees are not remitted or the Application is not accurate or complete, the Application will not be forwarded to the Board of Directors.***

SUBLET POLICY AMENDMENTS

MARCH 1, 2005

Dear Shareholders:

At a meeting of the Board of Directors held on Monday, February 28, 2005, a Resolution to amend the Sublet Policy was adopted as follows:

“Any Shareholder requesting permission from the Board of Directors to sublet their apartment must own shares in the Corporation for a period of one year prior to seeking Board permission to sublet their apartment.”

The above Sublet Policy is effective immediately.

Very truly yours,

Board of Directors
200 East 16 Street Housing Corp.

JANUARY 28, 2010

Dear Shareholders:

In order to generate additional revenue for the Coop and to help balance the 2010 budget going forward, the following sublet fees were approved by the Board of Directors during a meeting held on January 19, 2010.

The current sublet fee of 15% will expire on February 28, 2010. Any sublease or sublease renewal effective March 1, 2010 or later will be subject to the following annual fees:

A sublet fee in the sum equal to 20% of the current annualized maintenance must be paid to 200 East 16 Street Housing Corp. when a shareholder sublets their apartment. If a shareholder sublets for more than two years, whether concurrently or not, a fee of 25% of the then current annualized maintenance must be paid to 200 East 16 Street Housing Corp. for the third year and any subsequent years.

Please note that no refund of any portion of the fee will be returned should the tenant vacate the apartment prior to the expiration of the lease term.

We thank you for your cooperation and understanding.

Ellen C. Kornfeld, Account Executive
The Lovett Company

IMPORTANT NOTES

Due to the large volume of calls, and applications, received by this office, we kindly ask that you refrain from calling for an update, during the three (3) week processing period. When an update is ready, we will contact your point person, which we recommend should be your Real Estate Broker, or in the absence of a Broker your Attorney. Please advise all parties involved and provide them with the brokers and/or attorney's contact information.

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

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

If there is a problem with the application submitted, you will be notified accordingly.

Please be advised that submission of an incomplete package may extend the three week processing period.

After the application is processed and submitted to the Board, you will be advised via telephone or e-mail on the next step of the process.

Please provide e-mail addresses below and advise us who is the point person (main contact). Please be advised that all parties will not be called/e-mailed, only the main contact.

Brokers: replace your purchase and lease applications every three (3) months to make sure you have a current one. Submission of old packages will cause delays in the processing. Call our office and updated packages will be e-mailed to you.

Please provide your bank/mortgage broker/appraiser with the attached information. Thank you for your cooperation.

PROTECTING YOUR PRIVACY

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

In order to protect your privacy, please remove / blackout your social security number from each financial institution document inserted into the application.

- Financial condition (net worth)
- Tax returns
- Personal loans
- Bank statements
 - IRA
 - CD's
 - Savings

The Credit Agency Authorization Form in the application is the only form that requires your Social Security number. ONLY send one (1) Credit Agency Authorization Form to our office with your original application - do not make or send additional copies of the Credit Agency Authorization Form. The Credit Agency Authorization Form containing your Social Security number will be shredded in our office as soon as we submit the information to the Credit Agency and obtain your credit report.

If you have any questions please contact the Management Office.

SUBLET APPLICATION

SHAREHOLDER INFORMATION

Shareholder's Name: _____

Shareholder's Address: _____

Day / Evening Telephone Numbers: _____

Email Address _____ Apartment #: _____

Terms of Lease: From: _____ To: _____ Monthly Rent: _____

This proposal shall result in no legal obligation until a formal lease is executed by the parties concerned, and approval is granted by 200 East 16th Street Housing Corp.

APPLICANT'S INFORMATION

Applicant's Name: _____

Applicant's Address: _____

Day/Evening Telephone Numbers: _____

Email Address _____ SS #: _____

Employer and position: _____

Business Address: _____

Telephone/fax: _____

Applicant's Name (if applicable): _____

Home Address: _____

Day / Evening Telephone Numbers: _____

Email Address _____ SS #: _____

Employer and position: _____

Business Address: _____

Telephone/fax: _____

SUBLET APPLICATION

REFERENCES

Present Landlord or Agent: _____

Telephone #: _____ Fax #: _____

Address: _____

Approximate Length of Occupancy: _____

Previous Landlord or Agent (If Less Than 5 Years) _____

Telephone #: _____ Fax #: _____

Address: _____

Address of Previous Residence: _____

Length of Occupancy: _____

PERSONAL REFERENCES

Name: _____

Address: _____

Telephone #: _____

Name: _____

Address: _____

Telephone #: _____

Name: _____

Address: _____

Telephone #: _____

SUBLET APPLICATION

BANKING AND CREDIT REFERENCES

Bank 1 _____

Savings #: _____ Checking Account #: _____

Bank 2 _____

Savings Account #: _____ Checking Account #: _____

VEHICLE INFORMATION

Make: _____ Model: _____ Year: _____ Color: _____

License Plate #: _____ State: _____

Driver's License #: _____ State: _____

OTHER OCCUPANT INFORMATION

Name: _____ Relationship to Applicant: _____ Age: _____

Name: _____ Relationship to Applicant: _____ Age: _____

Name: _____ Relationship to Applicant: _____ Age: _____

Name: _____ Relationship to Applicant: _____ Age: _____

Name: _____ Relationship to Applicant: _____ Age: _____

If Any Pets: Number: _____ Type / Description: _____

EMERGENCY CONTACT INFORMATION

 In case of emergency, subtenant requests you notify:

Name: _____ Relationship to Applicant: _____

Daytime Phone Number: _____ Evening Phone Number: _____

Address: _____

Name: _____ Relationship to Applicant: _____

Daytime Phone Number: _____ Evening Phone Number: _____

Address: _____

RIDER TO SUBLEASE AGREEMENT

THIS AGREEMENT between the Landlord, Overtenant(s) and Subtenant(s) (the "Parties" identified herein below) constitutes a Rider to the Sublease Agreement between the Overtenant and Subtenant with respect to the sublease of a cooperative apartment at the premises of Landlord. In the event of any conflict between the terms of this Rider and the terms of the said Sublease Agreement, the terms of this Rider shall be controlling.

Overtenant(s) (Proprietary Lessee(s): _____

Address for Notices to Overtenant(s): _____

Subtenant(s): _____

Address for Notices to Subtenant(s): _____

Landlord (Apartment Corporation) : 200 East 16th Street Housing Corp.

Address for Notices: c/o The Lovett Company, LLC
109-15 14th Avenue,
College Point, N.Y. 11356

Date of Proprietary Lease: _____

1. The Parties specifically agree and understand that the sublease term is for a one (1) year period commencing on _____ and ending on _____ .
2. This Sublease relates to Apartment Unit # _____ (referred to herein as the "premises" or the "apartment")
3. The premises may be used only for residential purposes, and such use is limited to those persons so identified on the Sublease Application previously submitted and approved by the Board of Directors of Apartment Corporation.
4. The Parties hereby acknowledge and agree that the above Apartment Corporation and its Managing Agent have played no role in obtaining the prospective Subtenant(s), or the establishment of any of the financial terms of the said Sublease. The Overtenant(s) and Subtenant(s) represent that the Sublease Agreement and the terms therein are in compliance and accordance with all applicable regulations, rent guidelines, statutes and laws, including the Rent Stabilization Laws, if applicable, pertaining to the use, occupancy and rental charges permitted under the law. It is understood and acknowledged that the Apartment Corporation is justifiably relying upon the representations of the Overtenant(s) and Subtenant(s) and said reliance by the Apartment Corporation is a material factor in the granting of consent to the Sublease of the Apartment.
5. The provisions of the Proprietary Lease and House Rules are part of the Sublease Agreement. All the provisions of the Proprietary Lease and House Rules, which apply to the Overtenant(s), are binding on the Subtenant(s). A breach of the terms of the Proprietary Lease or House Rules by the Subtenant(s) will be deemed a breach of the Sublease Agreement and grounds for cancellation and revocation by the Apartment

RIDER TO SUBLEASE AGREEMENT (cont.)

Corporation, in addition to any other remedy at law or equity that either the Apartment Corporation or Overtenant(s) may have. The Overtenant(s) and Subtenant(s) each agree to waive and give up their right to a trial by jury on any issue relating to the Sublease Agreement.

6. If the Overtenant(s) shall default in the payment of maintenance or additional charges due to the Apartment Corporation, the Apartment Corporation may, at its sole option and election, so long as such default shall continue, demand and receive from the Subtenant(s) the rent due or becoming due from Subtenant(s) to the Overtenant(s). Such sums collected from the Subtenant(s) by the Apartment Corporation may be applied to pay sums due and to become due from the Overtenant(s) to the Apartment Corporation. Any such payment by the Subtenant(s) to the Apartment Corporation shall constitute a discharge of the obligation of the Subtenant(s) to the Overtenant(s) to the extent of the amount so paid, and the Overtenant(s) shall be and hereby are precluded and prohibited from taking any action against the Subtenant(s) by reason of the payment of the rent directly to the Apartment Corporation. The acceptance of the rent of the Subtenant(s) by the Apartment Corporation shall not be deemed as a release, waiver or discharge of any obligations of the Overtenant(s) to the Apartment Corporation, except to the extent of the rent so collected from the Subtenant(s).

If payment of rent due or becoming due is so demanded by the Apartment Corporation, then the Subtenant(s) shall make the full monthly rent directly payable to the Apartment Corporation and shall remit same by mail or in person directly to the Managing Agent for the property by the fifth (5th) day each and every month next ensuing.

7. The Overtenant(s) and Subtenant(s) agree to hold harmless and indemnify the Apartment Corporation, its Board of Directors and Managing Agent, against any and all claims, damages and the expenses and fees or liabilities arising from any damage or injury by reason of the acts or conduct of the Overtenant(s) or Subtenant(s) or their agents or as a result of any breach or violation of the Sublease Agreement or this Rider.
8. The failure of the Overtenant(s) and/or Apartment Corporation on one or more previous occasions to take any action against the Subtenant(s) for violation of, or to insist upon the strict performance of, any of the terms of the Sublease Agreement or of the Proprietary Lease and House Rules, shall not prevent a subsequent act of similar nature of the Subtenant(s) from being a violation of the Sublease Agreement, Proprietary Lease and House Rules.
9. The Parties acknowledge that as a condition precedent and in order for the Sublease Agreement to become effective, the express written consent of the Board of Directors of the Apartment Corporation is necessary. The Subtenant(s) agree to make application and to submit the necessary information as required by the Board of Directors. The Subtenant(s) acknowledge and verify that all statements set forth in the Sublease Application are true. Any misrepresentation contained in the Sublease Application is grounds for revocation of the consent of the Board of Directors and the cancellation of the Sublease Agreement between the Parties.
10. The Sublease Agreement may not be renewed or extended except by the written consent of the Board of Directors.
11. The Subtenant(s) agree to obtain such insurance coverage as the Board of Directors may require.
12. The Parties acknowledge the right, but not the obligation, of the Board of Directors or its agents or attorneys to institute summary proceedings or take other action to enforce the terms of this Rider to

RIDER TO SUBLEASE AGREEMENT (cont.)

Sublease Agreement and/or provisions of the Proprietary Lease and House Rules, and agree that the Subtenant(s) and/or Overtenant(s) shall be liable for the reasonable attorneys' fees attendant thereto, in addition to the costs and disbursements of any such action. The Overtenant(s) agree to designate and appoint the Managing Agent and/or Subtenant(s) as agent for service of process during the term of the Sublease.

13. Immediately upon approval of the Sublease Application and prior to the Subtenant(s) entering and moving into said Apartment, arrangements must be made with the Managing Agent by paying the following:
- a.) A non refundable Sublet Fee
 - b.) A refundable Move-In Security Deposit
 - c.) A non-refundable credit check fee
 - d.) A non-refundable Application Processing Fee.

Refer to the Sublet Policy for the Schedule of Fees

14. This Rider to Sublease Agreement cannot be modified, altered, or amended unless said modification, alteration or amendment is in writing and signed by the Parties to this Rider.
15. This Rider contains the entire Agreement and understanding of the Parties.

Overtenants(s): _____

Date: _____

Subtenants(s): _____

Date: _____

Consented and agreed to: 200 East 16th Street Housing Corp.

By: _____ Date: _____

CREDIT REPORT

200 EAST 16TH STREET HOUSING CORPORATION

The Lovett Company, LLC
REAL ESTATE MANAGEMENT

CREDIT AGENCY AUTHORIZATION

In order to comply with the provisions of 15 U. S. C. Section 1681(d) of the Federal Fair Credit Reporting Act, I (we) authorize you to retain **Tenant Data Verification Co., Inc.** which agency may obtain, prepare and furnish an investigative consumer report including information on my character and general reputation, personal characteristics and mode of living, whichever are applicable, as well as information regarding employment, credit and current financial position.

If this is a lease application, I (we) further authorize The Lovett Company, LLC, at its discretion, to make a copy of such credit report available to the owner of the unit which I (we) propose to lease.

In addition, within a reasonable period of time, upon written request to The Lovett Company, LLC., I (we) may obtain a complete and accurate disclosure of the nature and scope of the investigation requested.

Receipt is acknowledged to the summary of rights enclosed herewith.

Purchaser / Lessee (print): _____

Purchaser / Lessee Signature: _____

Date: _____

Purchaser / Lessee (print): _____

Purchaser / Lessee: _____

Date: _____

MOVING IN & OUT

200 EAST 16TH STREET HOUSING CORPORATION

The Lovett Company, LLC
REAL ESTATE MANAGEMENT

MOVING POLICIES

Please be advised of the following policies regarding moving:

1. A \$500 refundable deposit must be received at least ten days prior to moving in or out. **Make check payable to 200 East 16th Street Housing Corporation.**
2. All moves into the building must be pre-scheduled with the Superintendent, Edward Torralbes, of 200 East 16th Street Housing Corp, 212-254-7334.
3. The Superintendent requires no less than 2 business days' notice to schedule a moving date and time.
4. An alternate date and time will be suggested if the requested date and/or time is not available.
5. All moves in the building must be pre-scheduled for Monday — Friday and commence no earlier than 9:00 am and be fully-completed no later than 4:00 pm. **No weekend moves or moves outside this time frame will be permitted under any circumstances.**
6. **Please note that moves cannot occur on the closing date regardless of the reason.**
7. **No moves will be permitted prior to the closing date regardless of the reason.**
8. All moving companies must be insured and licensed in the State of New York.
9. **A faxed copy of the movers insurance policy naming 200 East 16th Street Housing Corp. and The Lovett Company, LLC, as additional insured or certificate holders, must be faxed to this office (212) 736-1445 at least 48 business hours prior to the move to the Attention of Ann Gobioff.**
10. Upon completion of the move, please arrange for the Superintendent to perform an inspection in order to commence the process of the refund of the moving security deposit if appropriate. If it has been ascertained that damage has occurred, the amount will either be deducted from the \$500 deposit or the purchaser will be billed for any difference.
11. Any individual found to be in violation of this moving policy will forfeit their moving security deposit and be subject to additional fines and penalties and any legal fees relating thereto.

Agreed and accepted:

Subtenant's Signature: _____

Date: _____

WINDOW GUARDS

200 EAST 16TH STREET HOUSING CORPORATION

The Lovett Company, LLC
REAL ESTATE MANAGEMENT

APPLICATION

You are required by law (Section 131.15 of the New York City Health Code) to have window guards installed if a child ten (10) years of age or younger lives in your apartment. **Your Landlord is required by law** to install window guards in your apartment:

- If you ask him to put in window guards at any time (you need not give a reason)
- If a child ten (10) years of age or younger lives in your apartment **It is a violation of law** to refuse, interfere with installation, or remove window guards where required.

CHECK ONE

_____ Children ten (10) years of age or younger live in apartment

_____ No children ten (10) years of age or younger live in my apartment

_____ I want window guards even though I have no children ten (10) years of age or younger

PLEASE NOTE YOU WILL BE CHARGED A FEE FOR INSTALLATION

Tenant (Print): _____

Tenant's Signature: _____ Date: _____

Building and Apt. Address: _____

HOUSE RULES

200 EAST 16TH STREET HOUSING CORPORATION

The Lovett Company, LLC
REAL ESTATE MANAGEMENT

AGREEMENT

I have received with my application a copy of the House Rules and agree to abide by same:

Print Name of Tenant: _____

Signature of Tenant: _____ Date: _____

Print Name of Tenant: _____

Signature of Tenant: _____ Date: _____

Address and Apt. Number: _____