East River Housing Corporation

NOTICE PURSUANT TO THE TENANT FAIR CHANCE ACT

1. The information supplied in your application may be used to obtain a tenant screening report from The Screening Pros, c/o Consumer Relations, P.O. Box 3338, Chatsworth, CA 91313 Tel: (800) 877-5073.

2. Pursuant to federal and state law:

   (a) if your application is denied based on information contained in the tenant screening report, you have the right to:

      i. be informed of such denial;
      ii. be provided with the name and address of the consumer reporting agency(ies) that provided the relevant report; and
      iii. request a copy of the report from the relevant consumer reporting agency.

   (b) you are entitled to one free tenant screening report per year from each national consumer reporting agency as well as a credit report from www.annualcreditreport.com;* **and**

   (c) you have the right to dispute inaccurate information contained in a tenant screening report directly with the relevant consumer reporting agency.

*East River Housing Corporation has the right to charge you for any tenant screening reports and/or credit reports about you that it obtains in connection with this Application.

East River Housing Corporation
Subleasing Application

I. Requirements For The Subleasing of an Apartment

The following is a list of the documentation required by the Board of Directors of East River Housing Corporation (the "Cooperative") for the subleasing of an Apartment. The Applicant(s) must submit three (3) complete sets of all papers required by the Cooperative for submission to the Board of Directors, consisting of one original and two copies of all documents listed below, except Item No. 9, which is to be attached to the original documents set only. All copies must be collated and presented in the exact order set forth below. The Application will not be reviewed nor an appointment made for an interview until all the requested documents are received. There are no exceptions. No sublet Application will be approved if the Sublessor (Shareholder) is in violation of any of the provisions of the Cooperative's Proprietary Lease or House Rules or Sublet Regulations.

Please use additional sheets where needed.

1. This Subleasing Application and all its components (Parts I through XVII) fully completed and signed.

2. Photo-identification of each of the Applicants for purpose of identification at Apartment visit, interview, and move-in (copy of driver's license or passport or, in the absence of these documents, other photo-identification acceptable to the Cooperative).

3. Financial Documentation Relating to Part V (Financial Information) of the Application.

    a. Bank account statements
    b. Money Market Account statements
    c. Most recent pay stub

4. Complete copies of each Applicant's federal and state tax returns for the most recent year, attached to Part XVI of this Application and (if employed) W-2 forms as well as, if applicable, Forms 1099, K-1 and S-corporation and partnership tax returns, for the last year along with executed IRS Form 4506-T, attached to Part XVII of this Application, allowing the Cooperative to verify tax information with the IRS.

5. Present employer's letter of reference for each Applicant, stating annual salary, position held, and length of employment. In addition, if fewer than three years in present position, references from all previous employers during that three year period containing the same information.

6. Two (2) business letters of reference for each Applicant.

7. Completed Application, including:

a. the Cooperative's form of Sublease, executed by the Sublessor (Shareholder) and Sublessee (Subtenant). Any additional clauses must be attached as a Rider to the Sublease and initialed by the Sublessor and Sublessee and may not modify or contradict any provision in the Cooperative's form of Sublease. (Any additional expense to the Cooperative for review of a Rider, including reasonable attorneys' fees, shall be reimbursed by the Shareholder.)

b. Sublet Agreement signed by Shareholder.

c. Consumer Credit Report Authorization.

d. Notarized copy of the Harboring of Dogs and Other Animals Acknowledgement form.

e. Copy of Lead Based Paint Disclosure form.

8. If the Sublessor (Shareholder) has a loan secured by the stock and Proprietary Lease for the Apartment outstanding with a bank or other lender, then the written consent of that lender will be required for the sublet as a condition to the review of the sublet Application. It is the Sublessor's (Shareholder's) obligation to obtain the consent and submit it with this Application.

9. A non-refundable check or money order in the amount of $700 payable to East River Housing Corporation for the processing of this Application, including obtaining: a consumer credit report on each Applicant, a report of the civil litigation and criminal litigation history of each Applicant and all other persons 18 years of age or older who will occupy the Apartment; and a physical inspection of each Applicant's present residence with all Applicants present, which will include taking photographs of the Applicant(s) for identification purposes only. **If the home visit is outside the borough of Manhattan then additional fees may be incurred and must be paid prior to processing the Application.**

10. If the subleasing of the Apartment is approved by the Corporation, the Shareholder will be responsible for a $500.00 Move-In-Move-Out Deposit which will be held pursuant to Paragraph 7 of the Corporation's Rules regarding the Sublet of Apartments (Part XIV of the Application).

When all the above papers are completed, contact Elliot Caplan at the Cooperative Village Administrative Office, 530 Grand Street, New York, NY 10002 to schedule an appointment to deliver and review the Application. The Application will be submitted to the Management Office. The telephone number is (212) 677-5858, Extension 310. Do not mail the Application.

East River Housing Corporation
Subleasing Application

After your Application has been presented, reviewed and processed, an interview will be scheduled. After the interview the Application will be submitted to the Board of Directors for approval. The Shareholder will then be notified of the Board's decision. After the Board has approved the Application and the Shareholder has received an executed copy of the Sublet Agreement, the Applicant(s) may take possession of the Apartment. Under no circumstances will the Cooperative make exceptions.

Applicant One: _____ **Date:** _____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:** _____
(Print or type Name)

_____
(Signature)

II. Notices

NOTICE OF NON-DISCRIMINATION

Approval of the subleasing of cooperative Apartments by the Board of Directors of East River Housing Corporation will be granted without any limitation, specification or discrimination as to race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, alienage, citizenship or occupation or whether children are, may or would be residing with the sublessee of the Apartment.

NOTICE AND ACKNOWLEDGEMENT AS TO OVERLEASE

The Overlease for the subleased Apartment is between the Cooperative and the Shareholder and is dated _____. [Insert date.]

Each Applicant, acknowledges that Applicant has received a copy of the Overlease from the Shareholder and that the Applicant has read the Overlease. The Overlease is also referred to as the Proprietary Lease.

Applicant One: _____ **Date:**_____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:**_____
(Print or type Name)

_____
(Signature)

East River Housing Corporation
Subleasing Application

III. Acknowledgements

To the Board of Directors of East River Housing Corporation:

The undersigned hereby submit(s) this Application to Sublet Apartment no. _____ located at _____, New York, NY 10002 (the "Apartment").

We/I hereby acknowledge understanding of the following:

1. Pursuant to the authority granted in the Proprietary Lease and By-Laws of the Cooperative, the Board of Directors will use this Application to obtain background information regarding the proposed Subtenant.

2. The Board of Directors may require additional information.

3. The Proposed Sublet cannot be consummated without the written consent of the Board of Directors.

4. We/I have read the Proprietary Lease and House Rules which govern the occupancy of the Apartment and the Sublet Regulations which govern sublets and agree to abide by them.

5. We/I have read the extract from the Cooperative's By-laws attached as Exhibit "A" to this Application and acknowledge and agree that it shall apply to our/my subletting.

6. In no event will the Cooperative, the Board of Directors, or its employees and agents be responsible for any liabilities or expenses incurred by an Applicant whose Application is not approved.

7. While the Board of Directors will attempt to review this Application promptly, the Cooperative, the Board of Directors, and its employees and agents will not be responsible for expenses or liabilities resulting from any delay in this review.

8. Falsification of any of the enclosed information, or omission of material information may result, without limitation, in revocation of approval by the Board of Directors and termination of the Applicant's Sublease.

The undersigned authorize(s) the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc., described herein for information based upon this Application.

The undersigned acknowledges that, if this Application is accepted, the undersigned will NOT, without the prior written consent of the Board of Directors:

-make structural alterations to the Apartment;
-permit persons other than those permitted by the Sublease to live in the Apartment;
-use the Apartment for other than residential purposes; or
- violate any provision of the Shareholder's Proprietary Lease, the House Rules, the By-Laws or the Sublet Regulations.

East River Housing Corporation
Subleasing Application

The undersigned affirms, under the penalties of perjury, the accuracy of all of the information contained in this Application and all documentation submitted to the Cooperative in connection therewith.

Applicant One: _____ **Date:** _____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:** _____
(Print or type Name)

_____
(Signature)

East River Housing Corporation
Subleasing Application

IV. Applicant Information

To be Completed by Applicant(s):

Name of Applicant One	*Name of Applicant Two
Social Security Number of Applicant One	Social Security Number of Applicant Two
Are you 18 years of age or older?____	Are you 18 years of age or older?_____
Current Address: Number and Street	Current Address: Number and Street
Apartment No.	Apartment No.
City, State, Zip Code	City, State, Zip Code
Area Code & Telephone Number:	Area Code & Telephone Number:
Home: (___) _____	Home: (___) _____
Cell: (___) _____	Cell: (___) _____
Business: (___) _____	Business: (___) _____
Fax: (___) _____	Fax: (___) _____
E-Mail: _____@_____	E-Mail: _____@_____

*if applicable

ADDITIONAL OCCUPANT INFORMATION:

Name	Relationship to Applicant	Social Security Number
Name	Relationship to Applicant	Social Security Number
Name	Relationship to Applicant	Social Security Number

If there will be more than three additional occupants (in addition to the Applicant(s)), provide all the information required herein for each additional occupant on a separate sheet and attach the sheet to this page of the Application.

- If there are or will be any children under the age of ten in the Apartment, then the law will require that window guards be installed.

- Are there any children under the age of seven? Yes (___) No (___) If yes, New York City Local Law 1/2004 Lead-based Paint compliance by the Sublessor (shareholder) is required.

- Do you or any member of your family have Diplomatic Status? Yes (___) No (___) If "Yes," provide particulars on a separate sheet and attach the sheet to this page of the Application.

- If previous records of any Applicant or prospective occupant are in another name, please state old and new names:_____

_____

CRIMINAL HISTORY:

Has any Applicant or any other prospective occupant of the Apartment ever been convicted of or pleaded guilty to a crime? The term "crime" means, for this purpose, a violation (other than a traffic infraction), misdemeanor or felony as defined in the New York State Penal Law or the New York State Vehicle and Traffic Law or their equivalent in any other State or in any other country:
Yes (___) No (___)

If the answer is "Yes," provide the particulars, facts and circumstances of the crime, including the court, case or docket number and jurisdiction, the penalty imposed and the date on which the penalty was imposed. Use additional sheets, attached to this page, if required:_____

_____

_____

_____

Has any Applicant or any other prospective occupant of the Apartment had his/her drivers license or any professional license suspended or revoked in any State or in any country:
Yes (___)No (___)

If the answer is "Yes," provide the particulars, facts and circumstances of the suspension or revocation. Use additional sheets, attached to this page, if required:_____

_____

_____

_____

Is any Applicant or any other prospective occupant of the Apartment presently under indictment or under investigation by any court or law enforcement agency? Yes (___) No (___)

If the answer is "Yes," provide the particulars, facts and circumstances of the indictment or investigation, including the court and/or law enforcement agency and the offense(s) being charged or investigated. Use additional sheets, attached to this page, if required:_____

_____

_____

East River Housing Corporation
Subleasing Application

CIVIL LITIGATION:

Has any Applicant ever filed for bankruptcy? Yes (___) No (___).
If so, when? _____ Where? _____

Is any Applicant now, or has any Applicant ever been a Party (defendant, respondent, plaintiff or petitioner) in any legal action including, but not limited to, landlord-tenant proceedings?
Yes (___) No (___). If the answer is "Yes", provide the facts and circumstances and disposition of the case(s), including the court, jurisdiction, case or docket number and the date of each such disposition.

Use additional sheets, attached to this page if required:_____
_____
_____

TAX LIENS:

Has a tax lien (federal, state or local) ever been filed against any Applicant? Yes (___) No (___).
If so, when? _____
Where? _____

Has /have the lien(s) been fully discharged? Yes (___) No (___).
If so, provide the facts and circumstances and disposition of the lien(s), including the court, clerk's office, jurisdiction, case or docket number and the date of each such disposition.

Use additional sheets, attached to this page if required:_____
_____
_____

Applicant One: _____ **Date:**_____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:**_____
(Print or type Name)

_____
(Signature)

East River Housing Corporation
Subleasing Application

V. *Financial Information as of _____ 20____ [insert date]- Applicant One

Please provide supporting documentation for each entry, i.e., three most recent monthly bank (savings and checking) statements and money market account statements. Also, provide a copy of Applicant's most recent pay stub. Use additional sheets if necessary, attached to this page.

A. Assets:

Checking Account(s): _____ (Name & Address of Bank - Applicant One) _____ (Account Number) $_____ (Present Value)

Savings Account(s): _____ (Name & Address of Bank - Applicant One) _____ (Acct. No./Type of Acct.) $_____ (Present Value)

Money Market Account(s): _____ (Name & Address of Bank - Applicant One) _____ (Account Number) $_____ (Present Value)

Applicant One: _____ **(Print or type Name)** **Date:**_____

_____ **(Signature)**

* To be completed separately by each Applicant

East River Housing Corporation
Subleasing Application

***Financial Information as of _____ 20 ____ [insert date]- Applicant Two (If Any)**

Please provide supporting documentation for each entry, i.e., three most recent monthly bank (savings and checking) statements and money market account statements. Also, provide a copy of Applicant's most recent pay stub. Use additional sheets if necessary, attached to this page.

A. Assets:

Checking Account(s): _____ (Name & Address of Bank - Applicant One) _____ (Account Number) $_____ (Present Value)

Savings Account(s): _____ (Name & Address of Bank - Applicant One) _____ (Acct. No./Type of Acct.) $_____ (Present Value)

Money Market Account(s): _____ (Name & Address of Bank - Applicant One) _____ (Account Number) $_____ (Present Value)

Applicant Two: _____ **(Print or type Name)** **Date:** _____

_____ **(Signature)**

* To be completed separately by each Applicant

East River Housing Corporation
Subleasing Application

VI.*Present and Past Residences - Applicant One

Do you currently Own (including a co-op or condominium unit)? Yes (___) No (___)
Rent? Yes (___) No (___)
What is your monthly rent/maintenance? $_____
Mortgage payment? $_____
How long have you lived at your present address? ____ years _____ months

Name of Current Landlord or Managing Agent:_____
Address of Current Landlord or Manager: _____
_____

Contact Information of Current Landlord or Manager:
Home: (___) _____
Cell: (___) _____
Business: (___) _____
Fax: (___) _____
E-Mail: _____

Have you been living at your current address for fewer than five (5) years? ____ If so, list all your previous residences during the five year period (including all residences while attending educational institutions) and provide the following information for each. Use additional sheets attached to this page, if required.

Did you Own (including a co-op or condominium unit)____ Rent _____ your previous residence?
What was your monthly rent/maintenance? $_____
How long had you lived at your previous address? _____ years _____ months

Name of Previous Landlord or Managing Agent:_____
Address of Previous Landlord or Manager: _____
_____

Telephone and Fax Numbers
of Previous Landlord or Manager: Tel.: ( ) _____ Fax: ( ) _____

Provide and attach to this page a letter from your present Landlord or the Managing Agent of the co-op or condominium and from such Landlord and Agent for each of your residences during the past five years, stating **(a)** the number of years in which you resided in that building, **(b)** whether or not any legal actions were instituted against you in connection with your residency, and **(c)** from your present Landlord or Managing Agent, whether you are current in all of your obligations to the Landlord, co-op or condominium.

Applicant One: _____ **Date:**_____
(Print or type Name)

_____
(Signature)

* To be completed separately by each Applicant

East River Housing Corporation
Subleasing Application

***Present and Past Residences - Applicant Two (if any):**

Do you currently Own (including a co-op or condominium unit)? Yes (___) No (___)
Rent? Yes (___) No (___)
What is your monthly rent/maintenance? $_____
Mortgage payment? $_____
How long have you lived at your present address? ____ years _____ months

Name of Current Landlord or Managing Agent:_____
Address of Current Landlord or Manager: _____
_____

Contact Information of Current Landlord or Manager:
Home: (___)_____
Cell: (___)_____
Business: (___)_____
Fax: (___)_____
E-Mail: _____

Have you been living at your current address for fewer than five (5) years? ____ If so, list all your previous residences during the five year period (including all residences while attending educational institutions) and provide the following information for each. Use additional sheets attached to this page, if required.

Did you Own (including a co-op or condominium unit)____ Rent _____ your previous residence?
What was your monthly rent/maintenance? $_____
How long had you lived at your previous address? _____ years _____ months

Name of Previous Landlord or Managing Agent:_____
Address of Previous Landlord or Manager: _____
_____

Telephone and Fax Numbers
of Previous Landlord or Manager: Tel.: ( )_____ Fax: ( )_____

Provide and attach to this page a letter from your present Landlord or the Managing Agent of the co-op or condominium and from such Landlord and Agent for each of your residences during the past five years, stating **(a)** the number of years in which you resided in that building, **(b)** whether or not any legal actions were instituted against you in connection with your residency, and **(c)** from your present Landlord or Managing Agent, whether you are current in all of your obligations to the Landlord, co-op or condominium.

Applicant One: _____ **Date:**_____
(Print or type Name)

_____
(Signature)

* To be completed separately by each Applicant

East River Housing Corporation
Subleasing Application

VII. Employment Information

Occupation of Applicant One	Occupation of Applicant Two
Current Employer of Applicant One	Current Employer of Applicant Two
Full Address of Employer -Applicant One	Full Address of Employer -Applicant Two
Years of Employment - Applicant One	Years of Employment - Applicant Two
Gross Annual Income - Applicant One	Gross Annual Income - Applicant Two
( ) Telephone No. of Applicant One Employer	( ) Telephone No. of Applicant Two Employer
( ) Fax No. of Applicant One Employer	( ) Fax No. of Applicant Two Employer

If any Applicant has been employed by the above named employer for fewer than three years, then provide the same employment information for each employment and employer during the three year period on separate sheets attached to this page.

Applicant One: _____ **Date:**_____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:**_____
(Print or type Name)

_____
(Signature)

East River Housing Corporation
Subleasing Application

VIII. References: For each Applicant, attach to this page two business references who are not related to the Applicant.

Applicant One:

1) _____
Name of Business Reference for Applicant One

_____
Address

_____
Area Code & Phone Number

_____
Relationship to Applicant

2) _____
Name of Business Reference for Applicant One

_____
Address

_____
Area Code & Phone Number

_____
Relationship to Applicant

Applicant Two:

1) _____
Name of Business Reference for Applicant Two

_____
Address

_____
Area Code & Phone Number

_____
Relationship to Applicant

2) _____
Name of Business Reference for Applicant Two

_____
Address

_____
Area Code & Phone Number

_____
Relationship to Applicant

Applicant One: _____ **Date:** _____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:** _____
(Print or type Name)

_____
(Signature)

East River Housing Corporation
Subleasing Application

IX. EMERGENCY NOTIFICATION:

In case of emergency the Cooperative should notify the following person:

Name of Applicant One	*Name of Applicant Two
Contact for Applicant One	Contact for Applicant Two
Home Address: Number and Street	Home Address: Number and Street
Apartment No.	Apartment No.
City, State, Zip Code	City, State, Zip Code
Business Address: Number and Street	Business Address: Number and Street
City, State, Zip Code	City, State, Zip Code
Area Code & Telephone Number:	Area Code & Telephone Number:
Home: ( )	Home: ( )
Cell: ( )	Cell: ( )
Business: ( )	Business: ( )
Fax: ( )	Fax: ( )
E-Mail: @	E-Mail: @
Relationship to Applicant One	Relationship to Applicant Two

*If applicable

East River Housing Corporation
Subleasing Application

X. Consumer Credit Report Authorization

Each of the undersigned Applicants understands and agrees that East River Housing Corporation (the "Cooperative") intends to request Consumer Credit Reports, including without limitation civil and criminal litigation history, in connection with the Application to sublet Apartment no._____ located at _____, New York, NY 10002, and that when Reports are requested the Cooperative must provide, at the undersigned's request, the name and address of the consumer reporting agency that will furnish the Reports.

Each of the undersigned Applicants hereby authorizes the procurement of Consumer Credit Report by the Cooperative and authorizes all credit agencies, banks, lending institutions, current and former employers and other persons and entities to release any information that they may have about the undersigned and hereby releases them from any liability and responsibility for doing so. For the sole purpose of obtaining the Report, each of the undersigned provides below his/her Social Security Number, Birth Date and any other name or names by which he/she has been known during the past ten years.

Applicant One:

_____
(Print or Type Name)

_____
(Social Security Number)

_____
(Birth Date)

_____
(Other Names in Past Ten Years)

_____
Signature Date

Applicant Two:

_____
(Print or Type Name)

_____
(Social Security Number)

_____
(Birth Date)

_____
(Other Names in Past Ten Years)

_____
Signature Date

Occupant One*:

_____
(Print or Type Name)

_____
(Social Security Number)

_____
(Birth Date)

_____
(Other Names in Past Ten Years)

_____
Signature Date

Occupant Two*:

_____
(Print or Type Name)

_____
(Social Security Number)

_____
(Birth Date)

_____
(Other Names in Past Ten Years)

_____
Signature Date

* If 18 years of age or older.

XI. Acknowledgment and Agreement that the Harboring of Dogs or other Animals is Prohibited

In conjunction with my/our Application to sublet an Apartment at East River Housing Corporation (the "Cooperative"), specifically Apartment no._____ located at _____ _____, New York, NY 10002, I/we understand, acknowledge, warrant, represent and agree that:

(a) Under no circumstance (to the fullest extent permitted by law) shall the undersigned or any member of the Apartment household harbor, possess or keep a dog (as defined below) in the Apartment and that to do so will constitute a material breach of the Proprietary Lease and a violation of a substantial obligation of tenancy, which will subject the undersigned to termination of the undersigned's Proprietary Lease and to legal action for eviction from the Apartment. As used in this Application, the term "dog" means a dog of any kind or type and whether domesticated or not, but excludes any dog, such as a "service animal" or "seeing eye" dog, that is (i) medically or otherwise required as a reasonable accommodation for a legally qualifying disability or handicap under the Fair Housing Act, the Americans with Disabilities Act or other applicable fair housing, civil rights or human rights law, and (ii) approved in writing in advance by the Cooperative following receipt of appropriate documentation.

(b) In addition to the warranties and representations set forth in paragraph (a) above that no dogs (as defined above) will be harbored, kept or possessed in the Apartment, under no circumstance shall the undersigned or any member of the Apartment household harbor, possess or keep in the Apartment any other animal (as that term is defined below), and that to do so will constitute material breach of the Proprietary Lease and violation of a substantial obligation of tenancy, which will subject the undersigned to termination of the Proprietary Lease and to legal action for eviction from the Apartment. As used in this paragraph (b) and in paragraph (c) below, the term "other animal" means any animal prohibited from being harbored, possessed or kept in the Apartment by any local, state or federal law including, but not limited to, the New York City Health Code.

(c) (Confirmation That No Dogs or Other Animals Currently Owned)

(1) None of the Applicants and no person who will be an occupant of the Apartment at the Cooperative owns a dog (as defined above) or other animal (as defined above) or harbors, possesses or keeps a dog (as defined above) or other animal (as defined above) in his/her present residence.

(2) The same will be true to and including the date of the commencement of occupancy at the Apartment at the Cooperative for which this Application is made.

Acknowledgment and Agreement that the Harboring of Dogs or other Animals is Prohibited (continued).

(3) No dog (as defined above) or other animal (as defined above) will be harbored, possessed or kept in the Apartment at the Cooperative at any time.

Applicant One: _____ **Date:** _____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:** _____
(Print or type Name)

_____
(Signature)

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

Sworn to before me this ____ day of _____ 20____.

_____
Notary Public
[NOTARY'S STAMP OR SEAL]

East River Housing Corporation
Subleasing Application

XII. Working Smoke Alarm Affidavit

I/We the undersigned, shareholder(s) of Apartment _____ located at, _____ _____, New York, NY 10002, affirm that the smoke alarm in this Apartment is working and will be maintained in working order for the duration of the sublease.

Shareholder: _____ **Date:** _____
(Print or type Name)

_____
(Signature)

Shareholder Two (if any):
_____ **Date:** _____
(Print or type Name)

_____
(Signature)

Shareholder Three (if any):
_____ **Date:** _____
(Print or type Name)

_____
(Signature)

STATE OF NEW YORK)
: ss:
COUNTY OF)

Sworn to before me this ____ day of _____ 20___.

_____
Notary Public
[NOTARY'S STAMP OR SEAL]

East River Housing Corporation
Subleasing Application

XIII. SUBLEASE

Date of this Sublease: _____ 20____

The parties agree as follows:

Parties to this Sublease:

Shareholder: _____

Address for notices: _____

Telephone Number (Home): (___) _____ (Work): (___) _____

Cell Phone No.: (___) _____

Fax No.: (___) _____

You, the Subtenant: _____

Address for notices: _____

Telephone Number (Home): (___) _____ (Work): (___) _____

Cell Phone No.: (___) _____

Fax No.: (___) _____

If there is more than one Subtenant, the word "Subtenant" used in this sublease includes all of them.

Information from Overlease:

East River Housing Corporation (the "Corporation")
Address for notices: 530 Grand Street
New York, N.Y. 10002

The Overlease for the subleased Apartment is the Proprietary Lease between the Corporation and the Shareholder and is dated _____.

You, the Subtenant, acknowledge that you have received a copy of the Overlease from the Shareholder, and that you have read the Overlease. The Overlease, is also referred to as the Proprietary Lease.

Term of Sublease:

1. One (1) year: Beginning: _____
Ending: _____

Apartment Subleased:

2. Apartment No. _____ , Address: _____
_____ New York, New York 10002

East River Housing Corporation
Subleasing Application

*** Sublease, continued.**

Use of Apartment:

3. The Apartment may be used only for residential purposes by the Subtenant and children of the Subtenant.

Rent:

4. The yearly rent is $_____. You, the Subtenant, will pay this yearly rent in equal monthly payments of $_____ in advance to Shareholder on or before the 1st day of each month, except that the first month's rent must be paid within three (3) days after the corporation's approval of this Sublease. If rent is not paid by the 5th day of any month, Subtenant agrees to pay a late charge of $15.00 for each month that the monthly rent payment is late or unpaid. If Subtenant delivers a check which bounces, Subtenant will pay an additional administrative charge of $15.00 each time a check bounces. If Subtenant bounces more than two checks, Shareholder has the right to require certified checks or money orders for all future payments of rent due from Subtenant.

Security:

5. The Subtenant will give $_____ to Shareholder as Security on the same date as the first month's rent is due. If Subtenant fully complies with all of the terms of the Sublease, Shareholder will return the security with interest as provided under the laws of the State of New York after Subtenant moves out of the Apartment. If Subtenant does not fully comply with the terms of the Sublease, Shareholder may use the Security to pay amounts owed by Subtenant, including damages.

Agreement to lease and pay rent:

6. Shareholder sublets the Apartment to the Subtenant for the Term. Shareholder states that it has the authority to do so subject to the Corporation's consent. The Subtenant agrees to pay the rent and other charges to Shareholder as required in this Sublease. The Subtenant agrees to do everything required in the Sublease.

Notices:

7. All notices required or permitted to be given pursuant to the Sublease, shall be sent by certified mail, "return receipt requested", or by overnight courier or delivery service, by the Shareholder to the Subtenant, by the Subtenant to the Shareholder and by the Subtenant or the Shareholder to the Corporation.

Utility Services:

8. Shareholder warrants and represents that the Corporation will supply heating services as required by law and water services for the kitchen and bathrooms. The Corporation may stop service of the plumbing, heating or electrical systems because of accident, repairs, alterations, or other cause not controlled by Shareholder. Stopping or reducing services, unless due to the Corporation's or Shareholder's negligence, will not be reason for Subtenant to stop paying rent.

***Sublease, Continued.**

Repairs and alterations:

9. Subtenant must take good care of the Apartment and all equipment, fixtures, and appliances in it. Subtenant must, at Subtenant's expense, make all repairs and replacements whenever the need results from Subtenant's act or neglect. Damage to the equipment, fixtures, or appliances supplied by Shareholder caused by the Subtenant's act or neglect, may be repaired by Shareholder and Subtenant agrees to reimburse Shareholder for this expense.

Fire, accident, damage, defects, condemnation:

10. Subtenant must give Shareholder and the Corporation notice of damage or of dangerous or defective conditions. Shareholder shall have the right to cancel the Sublease within thirty (30) days of extensive damage by fire or accident or condemnation by a legal authority with notice to Subtenant.

Neither Shareholder nor the Corporation nor any of their insurance companies is responsible for any of Subtenant's personal property that might be destroyed or damaged by fire, theft, or accidents, unless due to Shareholder's negligence with respect to the Shareholder or the Corporation's negligence with respect to the Corporation.

If the fire or accident is caused by act or neglect of Subtenant or guest of Subtenant, then Subtenant is responsible for the losses of Shareholder, the Corporation, or other residents in the building. Shareholder recommends that Subtenant obtain a renter's insurance policy.

Right to enter:

11. Shareholder or the Corporation may at reasonable times, with notice to Subtenant, enter the Apartment to make repairs and to show it to possible buyers, lenders or prospective tenants or, in the event of an emergency, enter without notice to Subtenant to make repairs. If any locks are changed by Subtenant on the entry door to the Apartment, Subtenant agrees to pay for all costs associated with repairing any damage caused by forcible entry in the event of emergency. Notice by the Corporation to the Subtenant shall be given in accordance with the terms of the Proprietary Lease regarding notice to Shareholders.

Assignment and the right to Sublease:

12. Subtenant must not assign this Sublease or further sublet all or part of the Apartment or permit any other person to use the Apartment. If Subtenant does, Shareholder has the right to cancel the Sublease as stated in the Default section.

Personal information:

13. Subtenant agrees to immediately notify the Corporation of any change in employment from the information supplied in the most recently submitted Application form which notice shall include:
    a. employer's name
    b. name and telephone number of supervisor
    c. Subtenant's work address
    d. Subtenant's work telephone, fax number and email address

***Sublease, Continued.**

Compliance with laws, rules, and regulations:

14. Subtenant must comply with all laws, orders, rules, requests, and directions of all governmental authorities, Shareholder's or the Corporation's insurers, Board of Fire Underwriters, or similar groups.

Subtenant agrees to comply with the applicable provisions of the Overlease including House Rules as amended from time to time by the Board of Directors or the shareholders of the Corporation. If Subtenant fails to comply with the applicable provisions of the Overlease including the House Rules, Shareholder has the right to cancel the Sublease as stated in the Default section.

Subtenant agrees to dispose of garbage in the manner required by the New York City Department of Sanitation including current requirements regarding recycling. Subtenant agrees to reimburse Shareholder for any costs, including fines, that Shareholder incurs due to Subtenant's failure to comply.

Bankruptcy:

15. If (a) Subtenant assigns property for the benefit of creditors,
(b) Subtenant files a voluntary petition or an involuntary petition is filed against Subtenant under any bankruptcy or insolvency law, or
(c) a trustee or receiver of Subtenant or Subtenant's property is appointed,
Shareholder may give Subtenant thirty (30) days notice of cancellation of this Sublease. If any of the above are not fully dismissed within the thirty (30) day period, the Term shall end as of the date of the notice. Subtenant must continue to pay rent, damages, losses, and expenses of Shareholder without offset.

Subtenant's defaults and Shareholder's remedies:

16. The following shall be defaults under the terms of this Sublease:
(a) Subtenant's failure to pay rent to Shareholder;
(b) Subtenant's failure to reimburse Shareholder for expenses paid by Shareholder which are Subtenant's responsibility;
(c) Occurrence of any of the events described in the Bankruptcy section;
(d) Subtenant's assignment of this Sublease or further subletting of the Apartment;
(e) Subtenant's failure to abide by the Corporation's House Rules or other improper conduct by Subtenant;
(f) Subtenant's failure to supply true and accurate information on the Application form;
(g) Subtenant's failure to perform in accordance with any other provision in the Sublease; and
(h) Subtenant's failure to perform in accordance with any provision of the Overlease.

***Sublease, Continued.**

If Subtenant fails to correct the defaults within five (5) days after receiving written notice from Shareholder, Shareholder may cancel the Sublease by giving Subtenant a written three (3) day notice stating the date on which the Sublease will end. On that date, Subtenant's rights in this Sublease terminate and Subtenant must leave the Apartment as stated in Section 18 (End of Term) hereof. Subtenant continues to be responsible for rent which would have been due to Shareholder for the rest of the Sublease had the Sublease not been cancelled early, and Shareholder's expenses, damages and losses which shall include all costs of collection, including reasonable attorneys' fees and other expenses. Shareholder's acceptance of full or partial rent payments or failure to enforce any provision of this Sublease is not a waiver of any of Shareholder's rights.

Waiver of trial by jury:

17. **Shareholder, and Subtenant waive trial by jury in any matter which arises from this Sublease unless such waiver is not permissible by law.**

End of Term:

18. Subtenant agrees to move out of the Apartment at the end of the Term and to leave the Apartment clean, free of trash, and in good condition, subject to ordinary wear and tear; remove all of Subtenant's property and all of Subtenant's installations and decorations (except as otherwise agreed in writing between Shareholder and Subtenant); repair any damages to the Apartment or building caused by moving; repair or replace any equipment, fixtures, or appliances which have been damaged or destroyed by Subtenant's act or neglect; deliver the keys to Shareholder; and restore the Apartment to its condition at the beginning of this Sublease. Subtenant agrees that Shareholder may deduct the cost of Subtenant's failure to perform the above from the Security held by Shareholder. In the event Subtenant fails to move out of the Apartment at the end of the term, Subtenant shall pay to Shareholder the sum of $100.00 for each and every day that Subtenant remains in the Apartment beyond the end of the term it being agreed that said payments shall not in any manner excuse the Subtenant's failure to timely move out or the right of the Shareholder and of the Corporation to institute legal action, including eviction proceedings. At the Corporation's option, the Shareholder may be required to pay some or all of said $100.00 payments to the Corporation.

Subordination:

19. This Sublease and Subtenant's rights are subject and subordinate to the Overlease, mortgages on the Overlease, the Building or land, and all future mortgages on the Overlease, building, or land, or agreements securing money paid or to be paid a lender. Subtenant must promptly execute any certificates that Shareholder or the Corporation requests to show that this Sublease is subject and subordinate to the foregoing.

Miscellaneous:

20. If a provision in this Sublease is illegal or unenforceable, the rest of the Sublease remains in effect. The section headings are for convenience only. This Sublease may be changed only by an agreement in writing signed by and delivered to each party.

East River Housing Corporation
Subleasing Application

***Sublease, Continued**

Effective Date:

21. This Sublease is effective when Shareholder delivers to Subtenant a copy signed by all parties and approved by the Corporation.

You, the SUBTENANT:

_____	_____	_____
SIGNATURE	PRINT NAME	DATE
_____	_____	_____
SIGNATURE	PRINT NAME	DATE

SHAREHOLDER(S):

_____	_____	_____
SIGNATURE	PRINT NAME	DATE
_____	_____	_____
SIGNATURE	PRINT NAME	DATE
_____	_____	_____
SIGNATURE	PRINT NAME	DATE

APPROVED BY:
EAST RIVER HOUSING CORPORATION:

By:_____	_____	_____
SIGNATURE	PRINT NAME	DATE
	_____	
	PRINT TITLE	

SUBLET AGREEMENT

XIII. SUBLET AGREEMENT

Sublet Agreement (this "Agreement") made as of this ____ day of _____, 20_____, between _____ (collectively the "Shareholder"), residing at Apartment no. _____ located at _____ _____, New York, NY 10002 (the "Apartment"), and EAST RIVER HOUSING CORPORATION (the "Corporation").

WHEREAS, the Shareholder owns the shares of the Corporation's stock allocated to the Apartment (the "Stock") and has heretofore entered into a Proprietary Lease (the "Lease", which term includes all House Rules) with the Corporation for the Apartment; and

WHEREAS, the Shareholder desires to sublet the Apartment to _____presently residing at _____ (collectively the "Sublessee") in accordance with the Lease and the Corporation's By-Laws, this Agreement, the approved Sublease and regulations governing subleasing as the same may be amended and supplemented from time to time (collectively the "Sublet Regulations"), and has requested the Corporation's consent to such sublet; and

WHEREAS, the Corporation agrees to consent to such sublet upon the terms and conditions herein set forth, **including, but not limited to the payment by the Shareholder of a Sublet Fee to the Corporation in accordance with the Sublet Regulations.**

SUBLET AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Shareholder and the Corporation agree as follows:

1. The Sublet Regulations. The Sublet Regulations shall govern and regulate each Sublet. Copies of the applicable provisions thereof, current as of the date of this Agreement, are annexed hereto and the same, together with all amendments and supplements thereto, are incorporated herein by reference and made a part of this Agreement.

2. The Sublease. Shareholder represents that a true copy of the written sublease agreement (the "Sublease") between the Shareholder and the Sublessee has been submitted to the Corporation. The Shareholder shall not amend or modify the Sublease without the prior written consent of the Corporation. The Shareholder may only utilize that form of Sublease which has been approved by the Corporation's Board of Directors (the "Board").

3. Shareholder's Primary Liability. The Shareholder shall remain fully and primarily liable for the full and timely performance of all the obligations of the Shareholder as lessee under the Lease, notwithstanding the Sublease or any provision herein. The Corporation shall have no obligation to seek or accept payments from the Sublessee. Any background checks of the Sublessee undertaken and information obtained about the Sublessee by or on behalf of the Corporation shall be solely for the protection of the Corporation and Shareholder shall have no right to receive, use or rely upon the results thereof.

SUBLET AGREEMENT

4. Term of Sublease; Sublet Termination Date.

(a) The term of the Sublease shall be for twelve (12) months. Any renewal or extension of the Sublease shall be regarded as an additional sublet term, shall be subject to the prior written consent of the Board and shall, in no event, be for more than an additional twelve (12) months. The Shareholder represents that the information set forth in Appendix A attached to this Sublet Agreement is true and correct.

(b) No Sublet that has been commenced without first obtaining the prior written approval of the Corporation will be approved after the fact. Any Shareholder who has entered into a Sublet without first obtaining the prior written approval of the Corporation will be and is subject to the applicable terms and conditions of the Sublet Regulations, including but not limited to Section 1(e) of Article XIII of the By-Laws.

(c) The Apartment shall be vacated by the Sublessee on or before the date on which the term of the Sublease expires or at such earlier time as the Sublease is terminated (the "Sublet Termination Date"), unless such term has been renewed or extended in accordance with the terms of this Agreement. It is the sole responsibility and obligation of the Shareholder to do all that is necessary to have the Apartment vacated on or before the Sublet Termination Date, including the institution and prosecution of legal proceedings at the Shareholder's sole cost and expense. **In the event the Sublessee fails to vacate the Apartment by the Sublet Termination Date, then the same shall constitute a material breach by the Shareholder of a substantial obligation of the Lease subjecting Shareholder to legal action to dispossess both Sublessee and Shareholder from the Apartment, in addition to all other rights and remedies of the Corporation, including those contained in the Sublet Regulations. Shareholder's obligations under the**

SUBLET AGREEMENT

Sublet Regulations shall continue until the Sublessee actually vacates the Apartment and the Corporation is notified by the Shareholder and verifies by a physical inspection of the Apartment that the Sublessee is no longer there.

(d) Nothing in this Agreement shall serve to create any rights in or to the Apartment by the Sublessee beyond the express terms of the Sublease and beyond the Sublet Termination Date. Nothing in this Agreement or in the Lease shall in any manner extend the Sublet Termination Date. However, the rights of the Corporation and the obligations of the Shareholder contained in this Agreement shall survive the Sublet Termination Date.

5. The Corporation's Sublet Regulations. The Shareholder shall comply with all the Sublet Regulations of the Corporation, as the same may be amended and supplemented from time to time. All such Sublet Regulations, including all amendments, deletions and/or additions thereto, are deemed incorporated herein and made a part of this Agreement. The Shareholder acknowledges receipt of the Corporation's current Sublet Regulations.

6. The Sublet Fee.

(a) In consideration of the Corporation's consent to the within sublet, **the Shareholder agrees to pay to the Corporation a Sublet Fee in the amount set forth in the Sublet Regulations, including but not limited to Section 1(c) of Article XIII of the By-Laws. The Sublet fee shall be paid to the Corporation simultaneously with the Shareholder's monthly carrying/maintenance charges (rent) as additional rent under the Shareholder's Proprietary Lease. The Sublease must commence on the first day of a month and end on the last day of a month.**

SUBLET AGREEMENT

(b) The Sublet Fee is payable in equal monthly installments on the first day of each month during the term of this Agreement and during any period in which the Sublessee occupies the Apartment.

(c) The Sublet Fee shall be payable and collectible as additional carrying/maintenance charges (rent) under the Lease.

(d) The Sublet Fee is not, under any circumstance, refundable in whole or in part.

(e) The Sublet Fee may be changed from time to time by the Board, and the revised Sublet Fee, effective on the date on which the revised Sublet Fee becomes effective, will be applicable to all sublets and sublet renewals (including any renewal of the Sublet referred to in this Agreement).

7. Deposit by Shareholder. A Move-In - Move-Out Deposit of $500.00 shall be paid to the Corporation by the Shareholder before the Sublessee moves in. If the Application is accepted this fee will be returned to the Shareholder after the Sublessee vacates the Apartment, less any damages caused to the Corporation's property attributable to either the Sublessee or the Shareholder. In the event this fee is not sufficient to pay for these damages, the balance due will be payable and collectible as additional carrying/maintenance charges (rent) under the Lease.

8. Violation of Lease by Sublessee. Any violation by the Sublessee of the provisions of the Lease, or of the By-Laws or of the Sublet Regulations or of any rules and regulations of the Corporation, shall constitute a material breach of a substantial obligation of the Lease by the

Shareholder, and shall be grounds for legal action, including eviction proceedings, against the Shareholder and the Sublessee by the Corporation.

9. Violation of this Agreement by Shareholder. Any breach of this Agreement by the Shareholder shall be deemed a material breach of a substantial obligation of the Lease and shall constitute grounds for legal action, including eviction proceedings, against the Shareholder and the Sublessee. The Corporation's rights and remedies hereunder shall be in addition to all its rights and remedies under the Lease and the Sublet Regulations and at law or equity. The processing of a prospective Sublessee's Application and the approval of a Sublease by the Board of Directors shall not be deemed to constitute a waiver of any of the Shareholder's obligations under the Lease, By-Laws and Sublet Regulations.

10. Shareholder's Indemnity.

(a) The Shareholder hereby indemnifies the Corporation and its officers, directors, agents and employees, from and against (i) any and all claims and demands (whether just or unjust), suits, actions or proceedings made or brought by the Sublessee or by any lender having a security or other interest in the Stock or the Apartment or any other person or entity as a consequence of or in connection with the Sublet or the Sublease or the failure of the Sublessee to vacate the Apartment by the Sublet Termination Date; (ii) damage and injury caused by the Sublessee; (iii) all liens or violations filed or issued against the Corporation or any property owned now or hereafter by the Corporation caused by any act or omission on the part of the Sublessee; and (iv) all damages, expenses, costs, fees (including reasonable attorneys' fees and disbursements), liabilities and losses incurred by reason of or in connection with any such

claim, demand, suit, action or proceeding, or any such damage or injury, or any such lien or violation.

(b) The Shareholder hereby agrees to pay, as additional carrying/maintenance charges (rent), all expenses, costs, fees (including reasonable attorneys' fees and disbursements), liabilities and losses incurred by the Corporation as a consequence of or in connection with the enforcement of this Agreement or of the Lease or of the Sublet Regulations or any matter relating to the sublet or the Sublease or the use or occupancy of the Apartment by the Sublessee or the failure by the Sublessee to vacate the Apartment by the Sublet Termination Date.

(c) The Shareholder shall pay any amount due hereunder within seven (7) days after written demand therefor by the Corporation.

11. Late Charges and Interest.

(a) If the Shareholder fails to pay the Sublet Fee or any other charge due hereunder when the same becomes due and payable, then the Shareholder shall also be subject to a late payment fee. As provided in the Lease, if the Sublet Fee or any such other charge is not paid when due, the Shareholder will be subject to a late payment fee. The amount of the fee will (a) be determined from time to time by the Board of Directors, (b) be payable on the first day of the following month with all rent and other charges due under the Lease at that time, and (c) be added as additional rent to the Shareholder's rental obligation under the Lease. Such late payment fee shall not in any manner excuse the late payment and shall be in addition to all other rights and remedies of the Corporation. Such late payment fee shall be deemed liquidated

damages and not a penalty and shall be collectible as additional carrying/maintenance charges (rent) under the Lease, but shall not excuse the untimely payment of such Sublet Fee or charge.

(b) In the event the Corporation shall expend any monies by reason of the Shareholder's failure to observe any provision herein, such amounts shall be payable as additional carrying/maintenance charges (rent) on demand together with interest thereon at the rate of sixteen (16%) percent per annum from the date or dates of payment by the Corporation to the date or dates of payment by the Shareholder.

12. Parking Spots. At the commencement of the Sublessee's term, Shareholder shall vacate his or her parking spot in the parking lot for the duration of the Sublease and any renewal or extension of the Sublease. Upon the termination of the Sublease, Shareholder shall have the right to redeem the parking spot on the day following the termination of the Sublease.

13. Enumeration of Rights and Remedies. The enumeration of any right or remedy of the Corporation herein shall not in any manner preclude the Corporation from exercising all other rights and remedies available under this Agreement, the Lease, the Sublet Regulations, or at law or equity.

14. Service of Process. The Shareholder agrees that process in connection with any action, suit or proceeding instituted by the Corporation against the Shareholder may be served upon the Shareholder at the Apartment in the manner prescribed in the Lease or by law, and that such service of process shall be conclusively deemed proper and binding.

15. Assignment, This Agreement may not be assigned by the Shareholder without the

prior written consent of the Corporation. In the event that the Shareholder shall sell the shares of the Corporation's stock allocated to the Agreement, it shall be a condition of the Corporation's consent to such sale that the Sublease be terminated and the Sublessee vacate the Apartment prior to the closing date of such sale.

16. Notices. (a) All notices to the Corporation shall be sent by registered or certified mail, return receipt requested or by overnight courier or delivery service, and shall be deemed given within three (3) days after mailing or, in the case of courier or delivery service, upon delivery.

Notices shall be sent to the following address:

East River Housing Corporation
530 Grand Street
New York, New York 10002
Attn: Application Office

(b) All notices to the Shareholder shall be sent by registered or certified mail, return receipt requested or by overnight courier or delivery service and shall be deemed given within three (3) days after mailing or, in the case of courier or delivery service, upon delivery, or may be given by personal delivery or by placing the notice under the door of the Shareholder's Apartment. Mailed or delivery or courier service notices shall be sent to the following address:

_____

_____

_____

SUBLET AGREEMENT

17. Modification; Governing Law; Captions. This Agreement (a) can be modified only by written agreement of both parties and (b) in all respects shall be governed by New York State law without regard for the principles of conflict of laws. The captions used herein are for convenience only and shall not in any manner be deemed to vary any of the terms hereof.

18. Jury Trial; Counterclaims. The Shareholder expressly waives trial by jury and the right to assert any counterclaim or set-off in any proceeding or action brought by the Corporation with respect to any matter whatsoever relating to the sublet, the Sublease or this Agreement.

19. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs and successors.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

EAST RIVER HOUSING CORPORATION

(Signature) By:_____

(Print) Name:_____

(Print) Title:_____

Shareholder(s)

Name: _____

Signature: _____ **Date:**_____

Name: _____

Signature: _____ **Date:**_____

Name: _____

Signature: _____ **Date:**_____

East River Housing Corporation
Subleasing Application

East River Housing Corporation
Appendix A

Shareholder(s) name(s)

No. 1. _____

No. 2. _____

No. 3. _____

Shareholder(s) addresses during sublease period

No. 1. _____

No. 2. _____

No. 3. _____

Shareholder(s) telephone and fax numbers during sublease period

No. 1. Home ( )_____ Office ( )_____ Fax ( )_____ Cell ( )_____

No. 2. Home ( )_____ Office ( )_____ Fax ( )_____ Cell ( )_____

No. 3. Home ( )_____ Office ( )_____ Fax ( )_____ Cell ( )_____

FOR OFFICE USE ONLY

[ ] First Sublet: _____ One Year Term From _____ to _____

[ ] Second Sublet: ____ Year Term From _____ to _____

[ ] Third Sublet: ____ Year Term From _____ to _____

[ ] Fourth Sublet: ____ Year Term From _____ to _____

[ ] Fifth Sublet: ____ Year Term From _____ to _____

East River Housing Corporation
Subleasing Application

XIV. Rules Regarding the Sublet of Apartments

This communication is to remind and update all Shareholders as to the rules of East River Housing Corporation (the "Corporation") on subletting of Apartments:

1. Board of Directors' Consent Required.

All sublets are subject to the prior written consent of the Board of Directors. Application for permission to sublet must be submitted to the Board, through its Sublease Review Committee, at least thirty (30) days in advance of the proposed sublet. Application forms, to be completed and submitted by the Shareholder and by the proposed sublessee, may be obtained from the Corporation's management office at 530 Grand Street. They must be accompanied by the information and documentation requested in the Application forms before they will be considered. All proposed sublessees must be interviewed by the Sublease Review Committee. A non-refundable sublet Application fee of $700.00 for each proposed sublet must be paid by the proposed sublessee at the time of Application; checks should be made payable to East River Housing Corporation. If the sublet is a renewal of an existing subtenancy with no change in the occupants of the Apartment, then the non-refundable sublet Application fee is $300.00; an additional non-refundable fee of $150.00 is required for each change in the occupants. **The Shareholder must pay a monthly Sublet Fee to the Corporation as set forth in Article XIII of the Corporation's By-Laws, as the same may be amended and supplemented from time to time. A copy of current Article XIII is attached.**

The Committee and the Board will try to review the Application and reach a determination prior to the proposed sublet date, but such review and determination may be delayed because of other business of the Corporation or scheduling difficulties. In no event will the Corporation, the Board, the Sublease

Review Committee or the Corporation's employees or agents be responsible or liable in any manner because of such delay.

Sublets which have not been consented to by the Board in writing are violations of your Proprietary Lease and will subject you to legal action, the costs of which will be charged to you and additional fees as set forth in By-Laws Article XIII.

2. The Lender's Consent. If the Shareholder has a loan outstanding with a bank or other lender, then the written consent of that lender will be required for the sublet as a condition to the review of the sublet Application. It is the Shareholder's obligation to obtain the consent and submit it to the Sublease Review Committee.

3. Term of Sublet; Limitation on Number of Sublets. The term of the Sublease shall be for twelve (12) months. Any renewal or extension of the Sublease shall be regarded as an additional sublet term and shall be for an additional twelve (12) months. The prior written approval of the Board of Directors is required for each sublet term, including renewals. In the case of renewals, Applications for renewal, on forms obtainable from the Sublease Review Committee, must be submitted by the Shareholder at least sixty (60) days in advance of the expiration of the sublet term.

Any violation by the Shareholder of this rule (or any other applicable rule) will subject the Shareholder to legal action, including eviction proceedings against the Shareholder and the unauthorized sublessee and to additional fees as set forth in By-Laws Article XIII.

4. Sublet Fee. **As a condition to any sublet or sublet renewal, the Shareholder is required to pay to the Corporation a Sublet Fee in the amount set forth in Article XIII of the Corporation's By-Laws as the same may be amended and supplemented from time to time.** The fee will be billed

monthly as additional carrying/maintenance charges (rent) as part of the monthly carrying/maintenance charges (rent) statement sent to the Shareholder. Failure by the Shareholder to pay the Sublet Fee will entitle the Corporation to invoke all the remedies available in the case of failure to pay carrying/maintenance charges, including the right to institute eviction proceedings against the Shareholder and the sublessee.

If a Shareholder sublets the Apartment without the Corporation's approval, then the Shareholder is nonetheless obligated to pay the Sublet Fee, and the billing or collection of the Sublet Fee by the Corporation shall be without prejudice or waiver of its right to take legal action against the Shareholder.

The Sublet Fee shall constitute and be collectible as additional carrying/maintenance charges (rent) under the Proprietary Lease.

The Sublet Fee may be changed from time to time by the Board of Directors, and the revised Sublet Fee will be applicable to all sublets and sublet renewals which become effective after the date on which the revised Sublet Fee becomes effective.

5. The Shareholder's Responsibilities.

Notwithstanding an approved sublet, the Shareholder continues to be fully responsible for the performance of all the Shareholder's obligations as lessee under the Proprietary Lease between the Shareholder and the Corporation, including the timely payment of carrying/maintenance charges (rent). In addition:

The Shareholder is responsible for any violation of the Lease by the sublessee. If the violation is not cured within the time periods specified in the Lease, the Shareholder is subject to all the consequences of such violation, including the right of the Corporation to institute eviction proceedings.

The sublease between the Shareholder and the sublessee must be in writing, and on the form approved by the Board. Three (3) signed copies must be submitted to the Sublease Review Committee for review as part of the Application for Board approval of a sublet or sublet renewal.

The Shareholder alone is responsible for the sublessee vacating the Apartment at the end of the approved sublet term or at such earlier time as the sublet term may end, including the institution and diligent prosecution of eviction proceedings if necessary. If the sublessee fails to vacate, then that will constitute a violation by the Shareholder of the Lease with the Corporation.

The Shareholder is responsible for any damage, injury or expense or cost to the Corporation caused by the sublessee.

6. The Sublet Agreement.

As a condition to approval by the Board of a request to sublet, the Shareholder is required to sign a Sublet Agreement in such form as is prescribed by the Corporation. The Sublet Agreement incorporates many of the terms stated in the Sublet Regulations, in addition to others.

7. Move-In and Move-out Procedures and Deposit.

Once a sublet has been approved by the Board, the management office, must be notified by the sublessee of the proposed move-in date and time. Move-ins, as well as move-outs, are permitted only on Monday through Friday between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays.

If the subleasing of the Apartment is approved by the Corporation, the Shareholder will be responsible for a $500.00 Move-In-Move-Out Deposit, due before Sublessee moves in. The deposit will be refunded to the Shareholder (without interest) after the sublessee moves out of the building at the

expiration of the sublet term. However, if damage is caused in the move-in or move-out, or if any sums are due the Corporation at the time of move-out, then the cost of repairs and the sums due will be deducted from the deposit. If the cost of repairs and the sums due amount to more than the deposit, then the sublessee and the Shareholder will each be liable for the entire difference.

If you wish to obtain Application forms or copies of the Sublet Agreement, or if you have any questions, please call Elliot Caplan at (212) 677-5858.

The proper regulation of sublets is a very important aspect of co-operative living. We ask your cooperation in abiding by these rules. Thank you.

Board of Directors

East River Housing Corporation

East River Housing Corporation
Subleasing Application

XV.(A) SUBLESSOR'S (SHAREHOLDER'S) DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS AND VERIFICATION

Lead Warning Statement

Every sublessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The sublessor of any interest in residential real property is required to provide the sublessee with any information on lead-based paint hazards from risk assessments or inspections in the sublessor's possession and notify the sublessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommend prior to leasing.

Sublessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) _____

_____

_____

_____

(ii) _____ Sublessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the sublessor (check (i) or (ii) below):

(i) _____ Sublessor has provided the sublessee with all available records and reports pertaining to lead-based paint and/or lead-paint hazards in the housing (list documents below).

_____

(ii) _____ Sublessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Sublessee's Acknowledgment (initial)

(c) ____ Sublessee has received copies of all information listed above.

(d) ____ Sublessee has received the pamphlet Protect Your Family From Lead in Your Home.

(e) Sublessee has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in the housing (list document below).

_____

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or based paint hazards.

Agent's Acknowledgement if there is an agent (initial)

(f) ____ Agent has informed the sublessor of the sublessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

East River Housing Corporation
Subleasing Application

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Sublessor (Shareholder)	Date	Sublessee	Date
Sublessor (Shareholder)	Date	Sublessee	Date
Sublessor (Shareholder)	Date	Agent (if any)	Date

East River Housing Corporation
Subleasing Application

XV. (B) NOTICE TO ALL SHAREHOLDERS WHO SUBLET APARTMENTS.

This notice applies to all Shareholders who sublet their Apartments to subtenants who are not family members.

New York City Local Law 1 of 2004 (the "Lead Paint Law") requires that all cooperative Apartment owners who sublet their Apartments to persons who are not family members must comply with the Lead Paint Law. Thus, it is your responsibility to comply with the Lead Paint Law and all of its provisions whenever you sublet your Apartment to anyone who is not a member of your family.[1]

Under the Lead Paint Law, you are required to send an initial notice (HPD form attached as "Appendix A", English and Spanish) and an annual notice to your sublessee inquiring whether a child under seven (7) years of age lives within an Apartment, and you must conduct subsequent follow-up should that notice not be answered. The responsibility for the notice is yours. Because your failure to send such a notice may result in a violation being placed against the Cooperative, you are required to provide us with a copy of the notice and proof of your subsequent efforts to determine if children under seven years of age live in the Apartment. You must also notify us if you determine that a child under seven years of age lives in the Apartment. Failure to comply with the Lead Paint Law is a breach of Article 3, Section (5) of your Proprietary Lease, and the Cooperative reserves all rights under such Proprietary Lease, including, without limitation, the right not to approve any further sublets.

Moreover, note that you must comply with the Lead Paint Law when you conduct any repairs within a sublet Apartment where a child under seven years of age lives. You are required to demonstrate compliance with the Lead Paint Law for any work that you or the subtenant intend to conduct within the Apartment. Failure to comply with the Lead Paint Law (either by you or the subtenant) is a breach of Article 3, Section (5) of your Proprietary Lease, and the Cooperative reserves all rights under such Proprietary Lease, including, without limitation, the right not to approve any further sublets.

Should you have any questions regarding Local Law 1 of 2004, you should consult an attorney. Do not contact the Cooperative.

East River Housing Corporation

Receipt Acknowledged:

Sublessor: _____ **Date:**_____
(Print or type Name)

_____
(Signature)

Applicant One: _____ **Date:**_____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:**_____
(Print or type Name)

_____
(Signature)

[1] For this purpose, a "family member" is as applicable under the Lead Paint Law.

XVI. Federal and State Tax Income Tax Returns – Most Recent Year

Each of the undersigned Applicants warrants and represents that attached to this sheet are true and complete copies of the Applicant's federal and state income tax returns for the most recent year, presented in exactly the form each was filed with the taxing authority; that each return was timely filed in accordance with the requirements of the taxing authority; and that if any extension for filing any return was granted by a taxing authority, a true and complete copy of each extension is attached to this sheet.

Applicant One: _____ **Date:**_____
(Print or type Name)

_____
(Signature)

Applicant Two (if any): _____ **Date:**_____
(Print or type Name)

_____
(Signature)

STATE OF NEW YORK)
: ss:
COUNTY OF)

Sworn to before me this day of _____, 20___.

_____
Notary Public

XVII. IRS Form 4506-T / Request for Copy or Transcript of Tax Form

The attached IRS Form 4506-T must be completed and signed by each Applicant.

East River Housing Corporation
Subleasing Application

Exhibit "A"

Extract from By-Laws of East River Housing Corporation Pertaining to Subletting
(as in effect on and after September 9, 2015)

ARTICLE XIII

SUBLETTING RULES AND PROCEDURES

SECTION 1. Pursuant to the authority conferred by Article 3, Section 9 of the Proprietary Lease, the Corporation has adopted the following subletting policies:

(a) All sublet arrangements are subject to prior written approval of the Board of Directors including review and approval by the Board of the proposed sublessee and all other proposed occupants of the apartment. A Stockholder may not sublet the Stockholder's apartment during the first two years after the date on which the Stockholder acquires title to the shares of the apartment, and for the first two years after the date on which another person is added as a Stockholder for the apartment.

(b) Sublets for less than one year are not permitted. Sublets may be permitted for one year, and may be renewed for subsequent one year renewal terms, with Board approval for each annual renewal, provided there have been no violations of the Lease by the Stockholder or by the subtenant.

(c) A sublet fee will be charged to the Stockholder. Such sublet fee will be equal to (i) 100% of the maintenance payable by the Stockholder to the Corporation for each of the first and second sublet years, (ii) 112.5% of the maintenance payable to the Corporation for each of the third and fourth sublet years; and (iii) 125% of the maintenance payable to the Corporation for the fifth sublet year and for each subsequent sublet year. The sublet fee will be billed monthly and will be collectible as additional maintenance, and failure to pay the sublet fee as and when due shall entitle Lessor to all the remedies provided herein and at law or equity for such nonpayment of maintenance.

(d) The Stockholder will remain responsible to the Corporation for all payments due to the Corporation and for any and all violations of the Proprietary Lease, House Rules or Bylaws and any and all violations of law, by any subtenant or occupant of or visitor to the apartment.

(e) No sublet that has been commenced or renewed without first obtaining the prior written approval of the Board of Directors will be approved after the fact. Any Stockholder who has entered into or who has renewed a sublet without first obtaining the prior written approval of the Board of Directors shall pay to the Corporation an amount equal to two times the total sublet fees for the entire period of the unauthorized sublet plus an additional amount equal to 25% of said total sublet fees, plus, if the unapproved sublet is for less than thirty (30) days, the additional sum of $250.00 per day, all upon such terms and conditions as are determined by the Board of Directors. In addition to the foregoing, such Stockholder shall not be permitted to sublet until the later of (i) the date on which all fees and sums due hereunder are fully paid to the Lessor, or (ii) the date which is one year after the unauthorized sublet has terminated as determined by the Board of Directors.

(f) Permission to sublet an apartment will not constitute permission to sublet any parking space leased by the tenant-stockholder.

ARTICLE XIV

FEES

SECTION 3. Subletting Fees. The Corporation may condition its consent to the subletting of any apartment, upon the payment by the Stockholder of subletting fees to the Corporation in an amount to be determined from time to time by the Board of Directors.

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APPENDIX A

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 seven 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 you do not respond to this notice, the owner is required to attempt to inspect your Apartment to determine if a child under seven years of age resides there.

If a child under seven 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 seven 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 subsurfaces 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 and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

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

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

_____ (Occupant signature)

Print occupant's name, address and Apartment number: _____

_____

Certification by owner: I certify that I have complied with the provisions of §27-2056.8 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 and Mental Hygiene 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

East River Housing Corporation
Subleasing Application

APENDICE A
CONTRATO/COMIENZO DE OCUPACIÓN Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO.

Usted esta requerido por ley informarle al dueño si un niño menor de siete años de edad esta viviendo o vivirá con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupación. Si tal niño empieza a residir en la unidad, el dueño del edificio esta requerido hacer una inspeción visual añualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO. Si usted no informa al dueño, el dueño esta requerido inspeccionar su apartamento para descubrir si un niño menor de siete años de edad esta viviendo en el apartamento.

Si un niño menor de siete años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito immediatamente a la dirección provenida abajo. Usted tambien debe de informarle al dueño por escrito si un niño menor de siete años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad.

Por favor de llenar este formulario y devolver una copia al dueño del edificio o al agente a representante cuando usted firme el contrato o empieze a ocupar la unidad. Mantegna una copia de este formulario pare sus archivos. Al firmar su contrato de ocupación usted recibirá un pamfleto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

MARQUE UNO: Vive un niño menor de siete años de edad en la unidad.
No vive un niño menor de siete años de edad en la unidad.

_____ (Firma del inquilino)

Nombre del inquilino, Dirección, Apartamento:_____

Certificacion de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Articulo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

_____(Firma del dueño)

DEVUELVA ESTE FORMULARIO A: _____

_____

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCH IVOS
COPIA DEL DUEÑO/COPIA DEL INQUILINO