

**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE 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

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.

*Hillman 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.

HILLMAN HOUSING CORPORATION

**APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION**

I.

Requirements for the Addition of Shareholder(s) to Stock of Corporation

NOTICE: Adding an additional name as a shareholder on stock of the Corporation can have significant and serious consequences. Consult with your lawyer as to the effect of requesting such a change before submitting this application to the Corporation.

**Apartment Number: _____ (the "Apartment")
Address: _____ Grand Street, New York, New York 10002.**

Documents to be Submitted by Applicants:

The following is a list of the documentation required by the Board of Directors of Hillman Housing Corporation (the "Cooperative") for the addition of shareholder(s) to the shares of Cooperative stock allocated to, and tenant(s) to the Proprietary Lease for, 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 this Application and the documents listed below.** All copies must be collated and presented in the exact order set forth below. The Application will not be accepted for processing nor an appointment made for an interview until all the requested documents are received. **There are no exceptions.**

Please use additional sheets where needed.

1. Completed Application (the "Application") and all its components (Parts I through XI) fully completed and signed.
2. Signed Consumer Report Authorization, with Consent and Disclosure Form(s) for each Applicant.
3. Signed and Notarized Acknowledgement and Agreement that Harboring of Dogs or other Animals is Prohibited.
4. Signed and Notarized Request and Consent of Shareholder(s) to Add Applicant(s) to Shares of Stock of Corporation.
5. If the Shareholder(s) have one or more outstanding loans, secured by a lien or liens on the shares of stock allocated to, and the proprietary lease for, the Apartment, then each lender's consent to the addition of the Applicant(s) as shareholder(s) of the shares of the Cooperative allocated to, and tenant(s) on the Proprietary Lease for, the Apartment must be submitted in writing with this Application.
6. A check or money order (no cash will be accepted) in the amount determined in accordance with the attached Application Fees and Charges Worksheet (Page 4), payable to Norris McLaughlin & Marcus, PA, for the processing of this Application, including obtaining (a) a credit report with respect to bankruptcies filed by or against any Applicant; (b) a report of each Applicant's civil litigation and criminal history; (c) a physical inspection of each Applicant's present residence with all Applicants present; (d) a social security number verification report; and (e) a uniform commercial code UCC-1 lien filing search.

Notice Regarding Non-English Language Documents: Any document submitted with or in support of this Application that is in a language other than English must be accompanied by a translation into English, prepared and certified as complete and accurate by a commercial translation service.

When all the above documents are completed, **send the completed Application with all of the required documents and payment by mail or overnight courier to Hillman Housing Corporation, c/o Norris McLaughlin & Marcus, PA, 875 Third Avenue, 8th Floor, New York, New York 10022 Attn: Pamela H. Muschler.** Use the envelope supplied to you by the Cooperative Village Administrative Office. The telephone number of Norris McLaughlin & Marcus, PA is (212) 808-0700, Extension 8862. **Do not deliver the Application to the Cooperative Village Administrative Office.**

After the Application has been processed, and all reports referred to in Item 6, above, have been received, an interview will be scheduled. Each Applicant to be added to the stock and Proprietary Lease must be present at the interview. After the interview, the Applicant(s) will be notified if any further documentation or information is required. Failure to submit any such further documentation or information may result in denial of the Application.

After the interview and receipt by the Cooperative of any such further documentation or information, the Application will be submitted to the Board of Directors for review and approval. The Applicant(s) will then be notified of the Board's decision.

The Applicant(s) will be added to the stock and Proprietary Lease for the Apartment (referred to on Page 2 of this Application) only after (a) the Board has approved the Application and (b) the current Shareholder(s) have provided their consent in writing to the addition of the Applicant(s). Under no circumstances will the Cooperative make exceptions.

Photographs of each approved Applicant will be required for identification purposes only.

Applicant One: _____ **Date:** _____ 20____
(Print or type Name)

(Signature)

Applicant Two: _____ **Date:** _____ 20____
(Print or type Name)

(Signature)

**HILLMAN HOUSING CORPORATION
APPLICATION**

**TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
II.
Fees and Charges
Worksheet**

Report Charges:

Applicants:

\$206.86 per Applicant

Number of Applicants: _____ X \$206.86 = \$ _____

Uniform Commercial Code Search Fee \$ 48.99

Home Inspection Fees:

Per inspection*:

In New York City (5 Boroughs) \$ 57.70

Outside New York City – 5 Boroughs
(Contact Norris McLaughlin & Marcus, PA,
Attention, Pamela H. Muschler for charges)

Applicable home inspection fee: \$ _____

Application Processing Fee: \$ 250.00

TOTAL DUE: \$ _____

**Make your check or money order for the TOTAL DUE payable to
Norris McLaughlin & Marcus, PA
and enclose with your Application.**

***If Applicants currently live in separate homes, an inspection will be required of each residence. Calculate and show the total for all required inspections on the line for “Applicable home inspection fee”.**

Fees include amounts to reimburse the Cooperative for its costs in obtaining required reports from its report providers

**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
III.**

To the Board of Directors:

The undersigned hereby submit this Application to be added as additional owner(s) of shares of stock in Hillman Housing Corporation (the "Cooperative") relating, and as additional tenant(s) on the Proprietary Lease for, to Apartment _____ (the "Apartment") at _____ Grand Street, New York, New York 10002.

Each Applicant hereby acknowledges and agrees to 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 information regarding the Applicant(s) to be added to the Cooperative's stock as set forth in this Application.
2. The Board of Directors may require additional information and will require that the Applicant(s) appear for a personal interview.
3. The Proposed transaction cannot be consummated without the prior consent of the Board of Directors.
4. I have read the Proprietary Lease, House Rules and By-Laws which govern the occupancy of the Apartment and the operation of the Cooperative and agree to abide by the terms, provisions and limitations set forth in these documents, including, but not limited to, the Cooperative's "no-pet" rule (see page 25).
5. I understand that I will be required to sign the Proprietary Lease for the Apartment and will be jointly and severally obligated to the Cooperative pursuant to the Proprietary Lease.
6. In no event will the Cooperative, the Board of Directors, or their agents or employees be responsible for any liabilities to or expenses incurred by Applicant(s), regardless of whether the Application is disapproved or approved.
7. While the Board of Directors will attempt to review and act upon this Application promptly, the Cooperative, the Board of Directors and their agents and employees will not be responsible for any costs, fees, expenses or liabilities resulting from any delay including, but not limited to, claims for the payment of rent or other housing costs and claims relating to loans, and each Applicant, by signing this Application, as a material inducement to its receipt and processing by the Cooperative, hereby waives any and all such claims.
8. **All statements and representations made by the Applicant(s) in this Application are made under penalty of perjury. Falsification of any of the material information contained in this Application, or omission of material information from the Application, or violation of any representation or agreement made by the undersigned in this Application, may result, without limitation, in rejection of the Application by the Board of Directors, revocation of any approval given and, after closing, termination of the Applicant's Proprietary Lease, it being agreed that such falsification or omission or violation constitutes a material breach of the Proprietary Lease entitling the Cooperative to invoke all the remedies prescribed in such Proprietary Lease for such breach.**

Each Applicant acknowledges and agrees that, if this Application is approved, I will NOT, without the prior written consent of the Board of Directors in each instance:

- pledge the shares of the Cooperative's Stock
- make alterations to the Apartment
- sublease the Apartment
- permit persons other than those permitted by the Proprietary Lease or by law to live in the Apartment
- use the Apartment for other than residential purposes
- permit dogs or other animals in the Apartment (see pages 25-26)

Each Applicant further acknowledges and agrees that, if this Application is approved, I WILL

- comply strictly with all the terms, conditions and limitations set forth in the Cooperative's Proprietary Lease, House Rules, By-Laws and other governing documents
- promote the principles of cooperative living applicable to the Cooperative and its residents

Each Applicant acknowledges and agrees that the Apartment is in "as is" condition and that the Cooperative has no obligation to perform any work in the Apartment and that the Cooperative has made no representations or warranties with respect to the Apartment or its systems or contents.

Each Applicant affirms, under the penalties of perjury, the accuracy of all of the information contained in this Application and all documentation submitted to the Cooperative by me or on my behalf in connection therewith, and acknowledges that the Cooperative is relying on the accuracy of all such information and documentation.

Applicant One: _____
(Print or type Name)

Date: _____ 20

(Signature)

Applicant Two: _____
(Print or type Name)

Date: _____ 20

(Signature)

* * *

Note:

**** ACKNOWLEDGMENTS ****
**** on Next Page(s) ****
**** MUST BE COMPLETED ****
**** AND NOTARIZED ****

[] Acknowledgement Form(s) for Use if Notarized in New York State:

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

On the _____ day of _____, in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared **[Insert Name of Applicant One]** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature) _____
Notary Public
[Official Stamp/Seal]

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

On the _____ day of _____, in the year _____, before me the undersigned, a Notary Public in and for said State, personally appeared **[Insert Name of Applicant Two, if Any]** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Signature) _____
Notary Public
[Official Stamp/Seal]

(Continued on next page.)

[] Acknowledgement Form(s) for Use if Notarized Outside New York State:

STATE, DISTRICT OF COLUMBIA,)
TERRITORY, POSSESSION OR) ss:
FOREIGN COUNTRY: _____)
_____)

On the ____ day of _____, in the year _____, before me the undersigned, personally appeared **[Insert Name of Applicant One]** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ **[Insert the City or Other Political Subdivision and the State or Country or Other Place the Acknowledgement was Taken]**.

(Signature) _____

(Office of individual taking Acknowledgement) _____
[Official Seal/Stamp]

STATE, DISTRICT OF COLUMBIA,)
TERRITORY, POSSESSION OR) ss:
FOREIGN COUNTRY: _____)
_____)

On the ____ day of _____, in the year _____, before me the undersigned, personally appeared **[Insert Name of Applicant Two, if Any]** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ **[Insert the City or Other Political Subdivision and the State or Country or Other Place the Acknowledgement was Taken]**.

(Signature) _____

(Office of individual taking Acknowledgement) _____
[Official Seal/Stamp]

**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
IV.**

BASIC INFORMATION:

NOTE: EACH APPLICANT MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER

Name of Applicant One:

Last (Family) Name: _____

First Name: _____

Middle Name: _____

Are you 18 years of age or older? [] Yes [] No

Current Address: Number and Street

City, State, Zip Code

Apartment No.

Area Code & Telephone Number:

Home: () _____

Business: () _____

Cell: () _____

Fax: () _____

E-mail: _____@_____

Name of Applicant Two:

Last (Family) Name: _____

First Name: _____

Middle Name: _____

Are you 18 years of age or older? [] Yes [] No

Current Address: Number and Street

City, State, Zip Code

Apartment No.

Area Code & Telephone Number:

Home: () _____

Business: () _____

Cell: () _____

Fax: () _____

E-mail: _____@_____

ADDITIONAL OCCUPANT INFORMATION:*

Name

Relationship to Applicant

Name

Relationship to Applicant

Name

Relationship to Applicant

***If Additional Occupant is over the age eighteen (18) years, the Additional Occupant must complete and submit the Hillman Housing Corporation Application to Add Occupant(s).**

SAMPLE

GENERAL INFORMATION:

NOTE: All stock held by more than one person will be registered as joint tenants with right of survivorship or as tenants by the entirety. **No more than three (3) people may be named as Shareholders of the shares of stock of the Cooperative allocated to, and tenants on the Proprietary Lease for, the Apartment.**

Names in which Applicant(s) request that the cooperative stock will now be held (**three names, at most**):

Current Shareholder(s): _____
(List Each Current Shareholder's Name)

Applicant One: _____

Applicant Two: _____

NOTE: Any addition of Applicant's name(s) to the Stock Certificate will require the written consent of all of the stockholders currently on the Stock Certificate.

- 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.
- Do you or does 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.
- Do you or does any member of your family claim diplomatic immunity? Yes () No () If "Yes," provide particulars on a separate sheet and attach the sheet to this page of the Application.

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 country, state, territory or other jurisdiction or under any Federal law: 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: _____

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: _____

Has any Applicant or any other prospective occupant of the Apartment ever had his/her drivers license or any professional or other 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: _____

CIVIL LITIGATION:

Has any Applicant ever filed for personal bankruptcy or had a bankruptcy filing against him/her? **Yes () No ()**.
If so, which Applicant(s)? _____ When? _____ Where? _____
_____(Attach additional sheets to this page, if required.)

Is any Applicant now, or has any Applicant ever been a Party (defendant, respondent, plaintiff or petitioner) in any legal action involving the Applicant's current or former residence(s) (i.e., rental, co-op or condominium apartment or house or other dwelling or place of abode) 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: _____

Is any Applicant now, or has any Applicant ever been a Party (defendant, respondent, plaintiff or petitioner) in any civil legal action other than as listed above? **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: _____

Are there any judgments or liens currently outstanding against any Applicant for failure to pay any Federal, State or Local tax, fine or penalty? **Yes () No ()**.

If the answer is "Yes," identify all currently outstanding judgments and liens. Use additional sheets, attached to this page, if required: _____

EMERGENCY NOTIFICATION CONTACT:

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

_____	_____ @ _____
Name	E-mail Address
_____	() _____
Home Address, City, State and Zip Code	Area Code and Phone Number
_____	() _____
Business Address, City, State and Zip Code	Area Code and Phone Number
_____	() _____
Relationship to Applicant	Fax Number

Each of the undersigned Applicants confirms that the Applicant Information (including Basic Information, General Information, Criminal History, and Civil Litigation) set forth above in this Part IV is true and complete.

Applicant One: _____
(Print or type Name)

Date: _____ 20

(Signature)

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

Date: _____ 20

(Signature)

STATE OF _____)

) ss:

COUNTY OF _____)

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

Notary Public
[NOTARY'S STAMP OR SEAL]

SAMPLE

**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
V.**

1. Present and Past Residences - Applicant One

Do you currently own (including a house, co-op or condominium unit) or rent your residence? **Own** [] **Rent** []
How long have you lived at your present address? _____ years _____ months, from _____ [date] to present

Name of Current Landlord or Managing Agent: _____

Address of Current Landlord or Manager: _____

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

Have you lived at any address other than your present address or in addition to your present address (including any school, vacation, country, summer, second or other residence) at any time and for any period during the past five (5) years? Yes () No ().

If your answer is "Yes," list the dates and addresses of all your previous or other residences during the five year period (including all residences while attending educational institutions) and provide the following information for each residence:

RESIDENCE

ITEM NO.:	DATES (FROM – TO): (Mo./Day/Year)	ADDRESS:
1.	_____ - _____	_____
2.	_____ - _____	_____
3.	_____ - _____	_____
4.	_____ - _____	_____

Attach additional sheets to this page, if required.

FOR EACH ADDITIONAL RESIDENCE, COMPLETE THE FOLLOWING (attach additional sheets, if needed):

Residence Item No. 1

Did you own (including a house, co-op or condominium unit) or rent this previous residence? Own [] Rent []
Name of Landlord or Managing Agent of this previous residence: _____
Address of Landlord or Manager of this previous residence: _____
Telephone and Fax Nos.
of Previous Landlord or Manager Tel.: (_____) _____ Fax: (_____) _____

Residence Item No. 2

Did you own (including a house, co-op or condominium unit) or rent this previous residence? Own [] Rent []
Name of Landlord or Managing Agent of this previous residence: _____
Address of Landlord or Manager of this previous residence: _____
Telephone and Fax Nos.
of Previous Landlord or Manager Tel.: (_____) _____ Fax: (_____) _____

Residence Item No. 3

Did you own (including a house, co-op or condominium unit) or rent this previous residence? Own Rent

Name of Landlord or Managing Agent of this previous residence: _____

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 4

Did you own (including a house, co-op or condominium unit) or rent this previous residence? Own Rent

Name of Landlord or Managing Agent of this previous residence: _____

Address of Landlord or Manager of this previous residence: _____

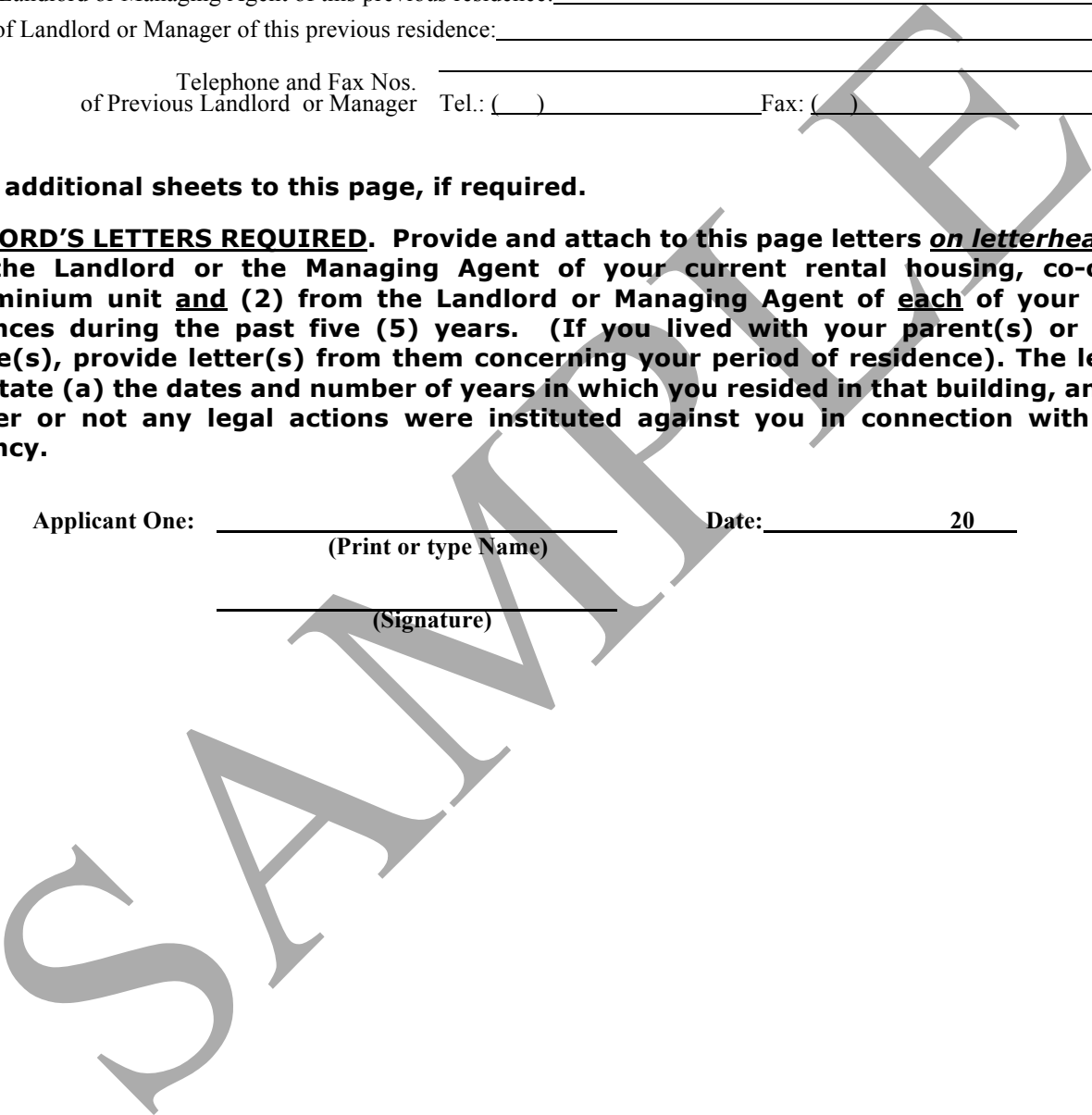
Telephone and Fax Nos. _____
of Previous Landlord or Manager Tel.: () _____ Fax: () _____

Attach additional sheets to this page, if required.

LANDLORD'S LETTERS REQUIRED. Provide and attach to this page letters *on letterhead* (1) from the Landlord or the Managing Agent of your current rental housing, co-op or condominium unit and (2) from the Landlord or Managing Agent of each of your other residences during the past five (5) years. (If you lived with your parent(s) or other relative(s), provide letter(s) from them concerning your period of residence). The letters must state (a) the dates and number of years in which you resided in that building, and (b) whether or not any legal actions were instituted against you in connection with your residency.

Applicant One: _____ Date: _____ 20____
(Print or type Name)

(Signature)



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

Do you currently own (including a house, co-op or condominium unit) or rent your residence? Own [] Rent []
How long have you lived at your present address? _____ years _____ months, from _____ [date] to present

Name of Current Landlord or Managing Agent: _____

Address of Current Landlord or Manager: _____

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

Have you lived at any address other than your present address or in addition to your present address (including any school, vacation, country, summer, second or other residence) at any time and for any period during the past five (5) years? Yes () No ().

If your answer is "Yes," list the dates and addresses of all your previous or other residences during the five year period (including all residences while attending educational institutions) and provide the following information for each residence:

RESIDENCE

ITEM NO.:	DATES (FROM – TO): (Mo./Day/Year)	ADDRESS:
1.	_____ - _____	_____
2.	_____ - _____	_____
3.	_____ - _____	_____
4.	_____ - _____	_____

Attach additional sheets to this page, if required.

FOR EACH ADDITIONAL RESIDENCE, COMPLETE THE FOLLOWING (attach additional sheets, if needed):

Residence Item No. 1

Did you own (including a house, co-op or condominium unit) or rent this previous residence? Own [] Rent []

Name of Landlord or Managing Agent of this previous residence: _____

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 2

Did you own (including a house, co-op or condominium unit) or rent this previous residence? Own [] Rent []

Name of Landlord or Managing Agent of this previous residence: _____

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 3

Did you own (including a house, co-op or condominium unit) or rent this previous residence? Own [] Rent []

Name of Landlord or Managing Agent of this previous residence: _____

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 4

Did you own (including a house, co-op or condominium unit) or rent this previous residence? Own Rent

Name of Landlord or Managing Agent of this previous residence: _____

Address of Landlord or Manager of this previous residence: _____

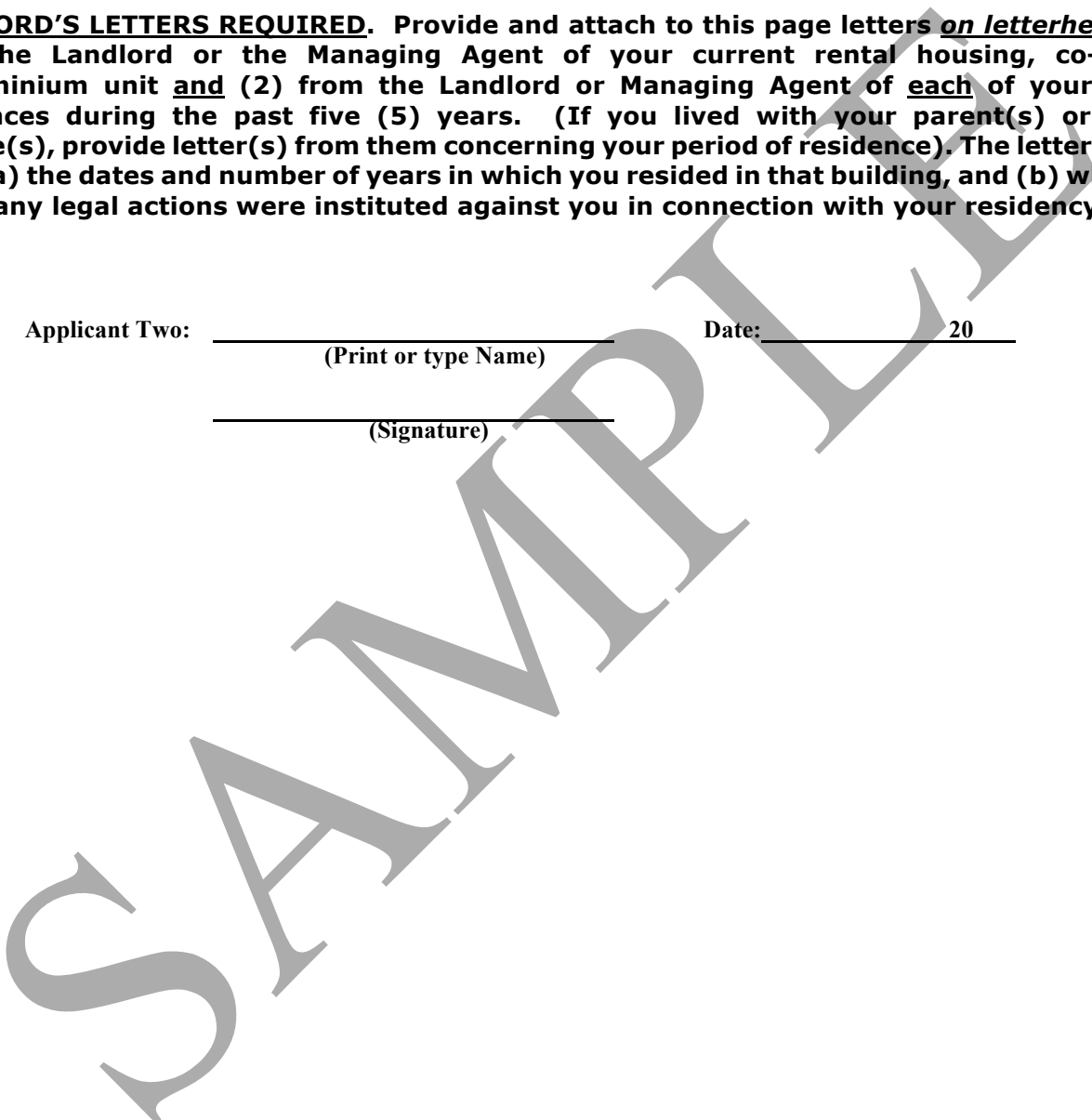
Telephone and Fax Nos. _____
of Previous Landlord or Manager Tel.: () _____ Fax: () _____

Attach additional sheets to this page, if required.

LANDLORD'S LETTERS REQUIRED. Provide and attach to this page letters *on letterhead* (1) from the Landlord or the Managing Agent of your current rental housing, co-op or condominium unit and (2) from the Landlord or Managing Agent of each of your other residences during the past five (5) years. (If you lived with your parent(s) or other relative(s), provide letter(s) from them concerning your period of residence). The letters must state (a) the dates and number of years in which you resided in that building, and (b) whether or not any legal actions were instituted against you in connection with your residency.

Applicant Two: _____ Date: _____ 20____
(Print or type Name)

(Signature)



**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
VI.**

**Request and Consent of Shareholder(s) to
Add Applicant(s) to
Shares of Stock of Corporation**

NOTICE: CURRENT SHAREHOLDER(S) SHOULD CONSULT A LAWYER BEFORE SIGNING THIS FORM

To Hillman Housing Corporation:

The undersigned (the "Current Shareholder(s)") are each of the shareholders of the _____ [number] shares of stock of Hillman Housing Corporation (the "Corporation"), represented by Stock Certificate (the "Stock Certificate") Number _____ and allocated to Apartment No. _____ (the "Apartment") located at _____ Grand Street, New York, New York 10002.

Each of the Current Shareholder(s) requests and consents that the Corporation add to the Stock Certificate the name of each of the following individuals as an additional shareholder with the Current Shareholder(s), to be a joint tenant with right of survivorship, and to add such individual(s) as tenant(s) under the Proprietary Lease for the Apartment, as joint tenant(s) with the current shareholder(s):

Name of Applicant One: _____

Name of Applicant Two: _____

The Current Shareholder(s) understand and agree that this request is subject to the consent of the Board of Directors of the Corporation and that the Corporation will not in any event approve this request until all of the Corporation's requirements, as set forth in "**Hillman Housing Corporation Application to Add Shareholder(s) to the Stock of the Corporation**," have been fully satisfied.

Dated: _____, 20__

Current Shareholder: _____
(Signature)

Print Name: _____

Current Shareholder: _____
(Signature)

Print Name: _____

**** ACKNOWLEDGMENTS ****
**** on Next Page(s) ****
**** MUST BE COMPLETED ****
**** AND NOTARIZED ****

Acknowledgements for Current Shareholders:

[] Acknowledgement Form(s) for Use if Notarized in New York State:

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

On the _____ day of _____, in the year 20__, before me the undersigned, a Notary Public in and for said State, personally appeared **[Insert Name of Current Shareholder]** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

(Signature) _____
Notary Public
[Official Stamp/Seal]

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

On the _____ day of _____, in the year 20__, before me the undersigned, a Notary Public in and for said State, personally appeared **[Insert Name of Second Current Shareholder, if Any]** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

(Signature) _____
Notary Public
[Official Stamp/Seal]

If Notarized Outside New York State – See Page 20 For Acknowledgement Form.

[] Acknowledgement Form(s) for Use if Notarized Outside New York State:

STATE, DISTRICT OF COLUMBIA,)
TERRITORY, POSSESSION OR) ss:
FOREIGN COUNTRY: _____)
_____)

On the ____ day of _____, in the year 20__ , before me the undersigned, personally appeared **[Insert Name of Current Shareholder]** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ **[Insert the City or Other Political Subdivision and the State or Country or Other Place the Acknowledgement was Taken].**

(Signature) _____

(Office of individual taking Acknowledgement) _____
[Official Seal/Stamp]

STATE, DISTRICT OF COLUMBIA,)
TERRITORY, POSSESSION OR) ss:
FOREIGN COUNTRY: _____)
_____)

On the ____ day of _____, in the year 20__ , before me the undersigned, personally appeared **[Insert Name of Second Current Shareholder], if Any]** _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ **[Insert the City or Other Political Subdivision and the State or Country or Other Place the Acknowledgement was Taken].**

(Signature) _____

(Office of individual taking Acknowledgement) _____
[Official Seal/Stamp]

**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO**

**THE STOCK OF THE CORPORATION
VII.**

Notices

Each Applicant acknowledges receipt of the following Notices:

**Notice
Equal Housing Opportunity**

The Cooperative does not discriminate on the basis of race, color, religion, sex, handicap, national origin or familial status.

NOTICE OF NON-DISCRIMINATION

Approval of this Application by the Board of Directors (the "Board") of the Cooperative 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 owner(s) of an apartment.

Notice Concerning Purchase of Non-Contiguous Apartments

In applying for approval to be added as **additional owner(s) of shares of stock in Hillman Housing Corporation (the "Cooperative") relating to, and as additional tenant(s) on the Proprietary Lease for**, the Apartment, each of the undersigned Applicant(s) acknowledges that: (a) the Cooperative's Board of Directors has adopted a resolution authorizing the purchase and ownership of shares of the Cooperative allocated to one additional apartment at the Cooperative that is non-contiguous with the Apartment; (b) unless extended by the Board, such resolution expires January 31, 2006, and applies only to non-contiguous apartments purchased, or under contracts of sale entered into, before February 1, 2006; (c) such purchases are subject to the conditions set forth in the resolution; (d) any shareholder intending to acquire any non-contiguous apartment will be required to sign documents, in a form to be prescribed by the Board, setting forth the Cooperative's restrictions concerning non-contiguous apartments; (e) the Board reserves the right from time to time to amend the Cooperative's conditions for the ownership of non-contiguous apartments; and (f) the Applicant(s) will be governed by and obligated to comply with all conditions, rules and regulations of the Cooperative concerning ownership of non-contiguous apartments.

Applicant One: _____
(Print or type Name)

Date: _____ **20**

(Signature)

Applicant Two: _____
(Print or type Name)

Date: _____ **20**

(Signature)

STATE OF _____)

) ss:

COUNTY OF _____)

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

Notary Public
[NOTARY'S STAMP OR SEAL]

**HILLMAN HOUSING CORPORATION
APPLICATION**

**TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
VIII.**

Consumer Report Authorization

Each of the undersigned Applicants understands and agrees that, in connection with his/her Application to be added as a shareholder to the share of stock of Hillman Housing Corporation (the "Cooperative") allocated to, and to be added as a tenant on the Proprietary Lease for, Apartment No. _____ located at _____ Grand Street, New York, New York 10002, (a) the Cooperative may and intends to request consumer reports ("Reports") with respect to bankruptcies filed by or against any Applicant, each Applicant's civil litigation (including landlord-tenant court proceedings) and liens, history, criminal conviction history, a physical inspection of the Applicant's present residence (with all Applicants present), and a social security number verification report, and that, (b) when such 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. Further, upon an Applicant's request, the Cooperative will inform the Applicant whether or not any such Reports were requested.

Each of the undersigned Applicants hereby authorizes the procurement of the Reports mentioned above by the Cooperative and/or its attorneys, Norris McLaughlin & Marcus, PA, on the Cooperative's behalf, and authorizes all credit agencies, landlords and former landlords and other persons and entities to release all such information and hereby releases them from any liability and responsibility for doing so. For the sole purposes of obtaining the Reports and verifying his/her identity for purposes of the Reports, each of the undersigned provides below his/her the Social Security Number, Birth Date and any other name or names by which he/she has been known during the past ten years. All such information is true and complete. I understand that the Cooperative will rely on this information.

Each of the undersigned has read, completed and signed a copy of the attached Consent and Disclosure (Applicants) (Page 23) to _____ . (Make additional copies, as needed.)

A completed Application to Add Occupant(s) for all Additional Occupants over the age of eighteen (18) years has been submitted to Hillman Housing Corporation for processing.

Print or Type:

Applicant One: Last (Family) Name: _____

First Name: _____ Middle Name: _____

(Social Security Number)

(Birth Date)

(All Other Names Used in Past Ten Years)

Signature: _____ **Date** _____, 20

Applicant Two: Last (Family) Name: _____

First Name: _____ Middle Name: _____

(Social Security Number)

(Birth Date)

(All Other Names Used in Past Ten Years)

Signature: _____ **Date** _____, 20

Check one:

Applicant One []

Applicant Two []

CONSENT AND DISCLOSURE (APPLICANTS)

HILLMAN HOUSING CORPORATION

UNIT NUMBER AND ADDRESS OF APARTMENT APPLIED FOR:

Unit No. _____ (the "Apartment") at Grand Street, New York, NY 10002

I understand that Hillman Housing Corporation ("Hillman") may and will utilize the services of _____ to prepare a consumer report (the "Report", as described below) as part of the procedure for processing my application (the "Application") to be approved as an additional shareholder of the Hillman stock allocated to, and as an additional tenant on the Proprietary Lease for, the cooperative Apartment at Hillman's housing development.

I further understand that _____ will utilize the services of _____ to obtain some or all of the information to be contained in the Report.

I understand that _____ Report may include information consistent with federal and state law regarding bankruptcies filed by or against me, information about my civil litigation (including judgment liens, tax liens and the like and landlord-tenant court proceedings) history, criminal conviction history, a social security number verification report, and a report of a home inspection visit to my present residence, with all Applicants for the Apartment present during the inspection.

I also understand that in the event adverse action is taken on my Application based, in whole or part, on information obtained in the Report, I will be provided by Hillman with the name, address and telephone number of the consumer reporting agency that provided the Report and a description in writing of my rights under the Fair Credit Reporting Act. Further, upon my request, Hillman will inform me whether any such Reports has been requested.

I hereby consent to the obtaining of the information and the preparing of the Report described above, authorize Hillman and/or its attorneys, Norris McLaughlin & Marcus, PA, on Hillman's behalf to procure the consumer Report on my background as described above from _____, and direct _____ to assemble and provide the Report to Hillman and/or to Norris McLaughlin & Marcus, PA, all in order for _____ to provide the Report to or for Hillman. To verify my identity for purposes of the background investigation for preparing the Report, I voluntarily provide my date of birth, social security number and other names by which I have been known, and fully understand that age is not a consideration of approval of my Application for the Apartment.

ATTACH ADDITIONAL SHEETS, IF NEEDED.

First Name: _____ Date of Birth (MM/DD/YYYY): _____

Last (Family) Name: _____ Middle Name/Initial: _____

List All Other Names by Which the Undersigned has Been Known: _____

Current Address (Residence Street Address Only): _____ # of yrs at this address: _____

City: _____ State: _____ Zip Code: _____

Most Recent Previous Address (Residence Street Address Only): _____ # of yrs at this address: _____

City: _____ State: _____ Zip Code: _____

Driver's License No.: (If you do not have a Driver's License insert "N/A") State: _____ Social Security No.: _____

Signature: _____ Date: _____, 20__

Minnesota & Oklahoma Applicants Only: I have the right to request a copy of my consumer report from _____. By checking the box below, _____ will mail the consumer report directly to me. Minnesota Applicants Only: I have the right to make a written request to the consumer reporting agency to provide me with a complete and accurate disclosure of the nature of the scope of the consumer report.

Check one:

Applicant One []

Applicant Two []

CONSENT AND DISCLOSURE (APPLICANTS)

HILLMAN HOUSING CORPORATION

UNIT NUMBER AND ADDRESS OF APARTMENT APPLIED FOR:

Unit No. _____ (the "Apartment") at Grand Street, New York, NY 10002

I understand that Hillman Housing Corporation ("Hillman") may and will utilize the services of _____ to prepare a consumer report (the "Report", as described below) as part of the procedure for processing my application (the "Application") to be approved as an additional shareholder of the Hillman stock allocated to, and as an additional tenant on the Proprietary Lease for, the cooperative Apartment at Hillman's housing development.

I further understand that _____ will utilize the services of _____ to obtain some or all of the information to be contained in the Report.

I understand that _____ Report may include information consistent with federal and state law regarding bankruptcies filed by or against me, information about my civil litigation (including judgment liens, tax liens and the like and landlord-tenant court proceedings) history, criminal conviction history, a social security number verification report, and a report of a home inspection visit to my present residence, with all Applicants for the Apartment present during the inspection.

I also understand that in the event adverse action is taken on my Application based, in whole or part, on information obtained in the Report, I will be provided by Hillman with the name, address and telephone number of the consumer reporting agency that provided the Report and a description in writing of my rights under the Fair Credit Reporting Act. Further, upon my request, Hillman will inform me whether any such Reports has been requested.

I hereby consent to the obtaining of the information and the preparing of the Report described above, authorize Hillman and/or its attorneys, Norris McLaughlin & Marcus, PA, on Hillman's behalf to procure the consumer Report on my background as described above from _____, and direct _____ to assemble and provide the Report to Hillman and/or to Norris McLaughlin & Marcus, PA, all in order for _____ to provide the Report to or for Hillman. To verify my identity for purposes of the background investigation for preparing the Report, I voluntarily provide my date of birth, social security number and other names by which I have been known, and fully understand that age is not a consideration of approval of my Application for the Apartment.

ATTACH ADDITIONAL SHEETS, IF NEEDED.

First Name:

Date of Birth (MM/DD/YYYY):

Last (Family) Name:

Middle Name/Initial:

List All Other Names by Which the Undersigned has Been Known:

Current Address (Residence Street Address Only):

of yrs at this address:

City:

State:

Zip Code:

Most Recent Previous Address (Residence Street Address Only):

of yrs at this address:

City:

State:

Zip Code:

Driver's License No.: (If you do not have a Driver's License insert "N/A") State:

Social Security No.:

Signature: _____

Date: _____, 20__

Minnesota & Oklahoma Applicants Only: I have the right to request a copy of my consumer report from _____. By checking the box below, _____ will mail the consumer report directly to me. Minnesota Applicants Only: I have the right to make a written request to the consumer reporting agency to provide me with a complete and accurate disclosure of the nature of the scope of the consumer report.

**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
IX.**

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

As a material inducement to Hillman Housing Corporation (the "Cooperative") to consent to adding the undersigned as an owner of the shares stock of the Cooperative allocated to Apartment no. _____ located at _____ Grand Street, , New York and to be added as a tenant on the Proprietary Lease for the Apartment, each of the undersigned acknowledges, understands, warrants, represents and agrees 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) INITIAL EITHER (i) OR (ii), BELOW, AS APPLICABLE:

(i) _____ [APPLICANT(S)' INITIALS] (No Dogs or Other Animals Currently Owned)

(A) 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, (B) 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 and (C) 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.

OR:

(ii) _____ [APPLICANT(S)' INITIALS] (Currently Owned Dogs Not to be Kept in Apartment)

(A) One or more of the Applicants or person(s) who will be occupants of the Apartment at the Cooperative currently owns a dog (as defined above) or other animal (as defined above) and/or a dog (as defined above) or other animal (as defined above) is currently harbored, possessed or kept in his/her/their present residence, (B) attached to this Acknowledgement and Agreement is an explanation in writing of (I) who owns such dog (as defined above) or other animal (as defined above) and (II) the intended disposition of such dog (as defined above) or other animal (as defined above) at the commencement of occupancy at the Apartment at the Cooperative for which this Application is made, and (C) 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: _____
(Print or type Name)

Date: _____ 20

(Signature)

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

Date: _____ 20

(Signature)

STATE OF _____)

COUNTY OF _____) ss:

Sworn to before me this _____ day of _____ 20.

Notary Public
[NOTARY'S STAMP OR SEAL]

SAMPLE

**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
X.**

Apartment Alteration and Break Through Acknowledgement

Each of the undersigned Applicants acknowledges and agrees that all apartment alterations ("Work"), including but not limited to all break-throughs between apartments require the written permission of Hillman Housing Corporation (the "Cooperative") and require the Shareholders to enter into the Cooperative's then current form of Apartment Alteration Agreement, which will include, but not be limited to, the following requirements, subject to modification by the Cooperative from time to time, on the part of the Shareholders:

1. Before any Work is begun:

(a) To provide the Cooperative with a complete and conformed copy of every agreement made with contractors and suppliers, as well as a security deposit and processing fee.

(b) If required by law or Governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the Work and, not more than five (5) days after receipt of such approval, to deliver to the Cooperative copies of the plans and specifications for the proposed alterations and/or breakthroughs (the "Work") and a copy of every permit or certificate issued. If there shall be any doubt as to the need for such approval, the Cooperative shall be the sole arbiter in resolving the doubt.

(c) To procure from the contractor or contractors:

(i) Comprehensive general and automobile liability insurance policies, each in the amount of \$1,000,000, and umbrella liability, in the amount of \$3,000,000, which policies shall name the Cooperative, as well as the Shareholders, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Cooperative; and

(ii) Workers' compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies, or certificates evidencing their issuance, shall be delivered to the Cooperative.

2. If the Cooperative obtains legal, engineering, architectural and/or other professional services or other advice or services regarding the Work prior to, during, or subsequent to granting permission for the Work, the Shareholders agree to reimburse the Cooperative, on demand, for the fees and disbursements (including reasonable attorneys fees) incurred. Any such reimbursement obligation will be charged to and payable by Shareholder within ten (10) days after written demand and shall be collectible as additional rent under the proprietary lease for the Apartment.

3. To agree to the following:

(a) The Shareholders assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the Work being performed and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all Work, whether or not structural, as well as weathertightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant to any Apartment Alteration Agreement. If the operation of the building, or any of its equipment, is adversely affected by the Work, the shareholders shall, when so advised, promptly remove the cause of the problem.

(b) The Shareholders recognize that there will be no change in the operation of the building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units that may be installed.

(c) The Shareholders undertake to indemnify the Cooperative and tenant-cooperators or occupants of the building for any damages suffered to person or property as a result of the Work performed, whether or not caused by negligence, and to reimburse the Cooperative for any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of such Work.

(d) No Work shall be done, except between the hours of 9 A.M. and 5 P.M., Saturdays, Sundays and holidays excluded, and any Work which can produce unusual noises, which might be disturbing to building occupants, shall be subject to such shorter hours and additional limitations as the Corporation may establish from time to time.

(e) All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of any Work. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at the undersigned's expense.

(f) The Shareholders will bear the entire cost of alterations and installations and other Work, and shall pay all bills incurred in connection therewith, not later than thirty days after completion of the Work. If any mechanic's liens shall be filed for work claimed to have been done or materials alleged to have been supplied, the Shareholders shall cause such liens to be discharged within twenty (20) days after such filing. If the Shareholders fail so to do, the Cooperative may exercise any or all of its rights and remedies under the Proprietary Lease or the Apartment Alteration Agreement.

(g) At the completion of the Work, the Shareholders will deliver to the Cooperative an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either shall be required, and such other proof as may be necessary to indicate all Work has been done in accordance with all applicable laws, ordinances and Government regulations.

(h) The Shareholders recognize that by granting consent to the Work, the Cooperative will not and shall not be deemed to profess to express any opinion as to the design, feasibility, legality or efficiency of the work.

(i) Successors to the Shareholders (i.e., purchasers, etc.) shall be required to assume the obligations and liabilities relating to any alterations or Work.

(j) The Shareholders' failure to comply with any of the provisions hereof or of any Apartment Alteration Agreement shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which the Cooperative's consent shall have been granted and the violation of a substantial obligation of tenancy. In addition to all of its other rights, the Cooperative may also stop all Work and prevent workmen from entering the apartment or apartments for any purpose other than to remove their tools or equipment.

(k) All Work shall be completed by the date specified in the Alteration Agreement absent the specific written consent of the Cooperative. If the Work is not completed by the completion date, the Shareholders will pay liquated damages as set forth in the Alteration Agreement to the Cooperative for the costs and inconveniences of the continuation of the Work.

Applicant One: _____
(Print or type Name)

Date: _____ 20__

(Signature)

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

Date: _____ 20__

(Signature)

Applicant Three (if any): _____
(Print or type Name)

Date: _____ 20__

(Signature)

**HILLMAN HOUSING CORPORATION
APPLICATION
TO ADD SHAREHOLDER(S) TO
THE STOCK OF THE CORPORATION
XI.**

Affidavit for Gift Transfer of Shares

**WARNING: GRANTOR AND GRANTEE MAY BE REQUIRED TO FILE NEW
YORK STATE AND CITY REAL ESTATE OR REAL PROPERTY TRANSFER
TAX RETURNS EVEN FOR GIFT TRANSFERS. CONSULT WITH YOUR
LAWYER ON THIS MATTER.**

**STATE OF _____)
) : ss.:
COUNTY OF _____)**

Grantor(s) (Current Shareholder(s)):

**Grantee(s) (Proposed Shareholder(s) including
Current Shareholder(s), if applicable):**

Grantor (1)

Name: _____

Address: _____

Social Security Number

Grantee (1)

Name: _____

Address: _____

Social Security Number

Grantor (2)

Name: _____

Address: _____

Social Security Number

Grantee (2)

Name: _____

Address: _____

Social Security Number

Grantor (3)

Name: _____

Address: _____

Social Security Number

Grantee (3)

Name: _____

Address: _____

Social Security Number

The undersigned Grantor(s) and Grantee(s), being duly sworn, hereby depose and say the following:

1. The Grantor(s) is (are) the shareholder(s) of the shares of stock ("Shares") related to and the tenant(s) on the Proprietary Lease ("Proprietary Lease") for, Apartment No. _____, located at _____, New York, New York 10002.
2. The undersigned Grantor(s) will transfer _____ [Number] Shares in Hillman Housing Corporation to the undersigned Grantee(s) on _____ [Month] __ [Day], 20__ [Year].
3. The transfer is a gift and no payment or other consideration will be given by the undersigned Grantee(s) to the undersigned Grantor(s) for the Shares.
4. The undersigned Grantor(s) and Grantee(s) are under no legal disability which would prevent them from making this affidavit.

The undersigned Grantor(s) and Grantee(s) represent that the statements made herein are true and correct to the best of their knowledge, information and belief.

Each undersigned Grantor and Grantee acknowledges and agrees that any misrepresentation made in this Affidavit shall constitute a material breach of the Proprietary Lease, entitling Hillman Housing Corporation to exercise all the rights and remedies of the Landlord provided in the Proprietary Lease.

Grantor (1)'s Signature: _____
Print Name: _____

Grantor (2)'s Signature: _____
Print Name: _____

Grantor (3)'s Signature: _____
Print Name: _____

Grantee (1)'s Signature _____
Print Name: _____

Grantee (2)'s Signature _____
Print Name: _____

Grantee (3)'s Signature: _____
Print Name: _____

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

Notary Public