

**Hillman Housing Corporation
Sublet Application**

**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
Sublet Application
I
Requirements for Subleasing Apartment

The following is a list of the documentation required by the Board of Directors of Hillman Housing Corporation (the "Corporation"), for an Application for approval by the Corporation of the subleasing of an apartment (the "Apartment"). The proposed subtenant(s) (each an "Applicant" or "Subtenant") must submit three (3) complete sets of all papers required by the Corporation 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 neither be accepted for processing or 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 Corporation's Proprietary Lease or House Rules.

Apartment Number: _____

Address: _____ **Grand Street, New York, New York 10002.**

Please use additional sheets where needed.

1. Completed **Sublet Application** (3 sets), with all of its parts (Parts I through XII) completed.
2. The Corporation's form of **Sublease (the "Sublease")**, executed by each shareholder as the Sublessor (Shareholder) and by each Sublessee (Subtenant(s) – Applicant(s)). Any additional clauses must be attached as a Rider to the Sublease and initialed by the Sublessor and Subtenant(s) and may not modify or contradict any provision in the Corporation's form of Sublease. (The Corporation may forward any Rider to its lawyers for review. Any resulting additional expense to the Corporation, including reasonable attorneys' fees, shall be owed to the Corporation, which shall be reimbursed, by the Shareholder.)
3. **Sublet Agreement** signed by Shareholder.
4. If the Sublessor(s) (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 Sublease must be submitted in writing with this Application.
5. **A non-refundable teller's, bank official or certified 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 report of the criminal history of all other persons 18 years of age or older who will occupy the Apartment; (d) a physical inspection of each Applicant's present residence with all Applicants present; and (e) a social security number verification report with respect to each Applicant.
6. Signed **Consumer Report Authorization**, with **Consent and Disclosure Form(s)**, for each Applicant and signed Consent and Disclosure, Criminal History Report Form(s) for each proposed non-subtenant Occupant, 18 years or older, of the Apartment.
7. Signed and Notarized **Acknowledgement and Agreement that Harboring of Dogs or other Animals is Prohibited**.
8. Signed and notarized copy of **Lead Based Paint Disclosure** form.
9. Signed and Notarized Request and Consent of Shareholder(s) to approve Sublet Application.

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 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 5, above, have been received, an interview will be scheduled. All persons 18 years of age or older who are going to live in the Apartment with the Subtenant(s) 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 Corporation 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.

After the Board has approved the Application, Shareholder(s): (1) must submit \$500.00 by teller's, bank official or certified check or money order (no cash) **made payable to Hillman Housing Corporation, as a move-in/move-out deposit; and Applicant(s) (2) must submit good quality** photo-identification of the Applicant(s). (Copy of passport, driver's license or passport size photo for purpose of identification). **After that, when Applicant(s) have received an executed copy of the Sublease, the Applicant(s) may take possession of the Apartment. Under no circumstances will the Corporation make exceptions.**

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

(Signature)

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

(Signature)

**HILLMAN HOUSING CORPORATION
SUBLET APPLICATION**

II.

**Fees and Charges
Worksheet**

Report Charges:

Applicants:

\$206.86 per Applicant

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

Non-Applicant Occupants:

\$136.09 per non-Applicant occupant, 18 years or older

Number of non-Applicant occupants, 18 or older: _____ X \$136.09 = \$ _____

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: \$ 450.00

TOTAL DUE: \$.00

**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 providers.**

**Hillman Housing Corporation
Sublet Application
III
Application**

To the Board of Directors of Hillman Housing Corporation:

The undersigned hereby submit(s) this Application to Sublet concerning Apartment Number _____ (the "Apartment") located at _____ Grand Street, New York, New York.

Each Applicant hereby acknowledges and agrees to the following:

1. Pursuant to the authority granted in the Proprietary Lease and By-Laws of the Corporation, the Board of Directors will use this Application to obtain background information regarding the proposed Subtenant(s).
2. The Board of Directors may require additional information and will require that the Applicant(s) appear for a personal interview. Other persons over the age of 18 years who will reside in the Apartment will also be required to appear at this interview.
3. The proposed subletting cannot be consummated without the written 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 Corporation and agree to abide by the terms, provisions and limitations set forth in these documents, including, but not limited to, the Corporation's "no-pet" rule (see page 21). I understand that I will be required to sign the Corporation's form of Sublease with the Sublessor (Shareholder).
5. In no event will the Corporation, 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.
6. While the Board of Directors will attempt to review this Application promptly, the Corporation, 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 each Applicant, by signing this Application, as a material inducement to its receipt and processing by the Corporation, hereby waives any and all such claims.
7. **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 termination of the Applicant's Sublease, it being agreed that such falsification or omission or violation constitutes a material breach of the Sublease entitling the Corporation as a third-party beneficiary to invoke all the remedies prescribed in such Sublease for breach.**

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

- make any 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 Sublessor's/Shareholder's Proprietary Lease or the Corporation's House Rules or By-Laws.

Furthermore, the undersigned acknowledges that, if this Application is approved, **I will strictly comply with the Corporation's policy regarding the harboring of dogs and other animals** in the Apartment (see Part VIII of this 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 Corporation in connection with this Application.

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

Each Applicant acknowledges and agrees that the Apartment is in "as is" condition and that the Corporation has no obligation to perform any work in the Apartment and that the Corporation 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 Corporation by me or on my behalf in connection therewith, and acknowledges that the Corporation is relying on the accuracy of all such information and documentation.

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

 (Signature)

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

 (Signature)

Note:

**** ACKNOWLEDGMENTS ****
on Next Page
**** 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]

[] 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]

SAMPLE

Hillman Housing Corporation
Sublet Application
IV
INFORMATION REGARDING
PROPOSED SUBTENANT(S)

BASIC INFORMATION:

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 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.
- 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, Street Number, City and State	Area Code and Phone Number
_____	(____)
Business Address, Street Number, City and State	Area Code and Phone Number
_____	(____)
Relationship to Applicant	Fax Number

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

Applicant One: _____
(Print or type Name)

(Signature)

Date: _____ 20

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

(Signature)

Date: _____ 20

STATE OF _____)
) ss:
COUNTY OF _____)

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

Notary Public

[NOTARY'S STAMP OR SEAL]

**Hillman Housing Corporation
Sublet Application
V**

**PRIOR RESIDENCES OF
PROPOSED SUBTENANT(S)**

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):** **ADDRESS:**
(Mo./Day/Year)

- 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: ()

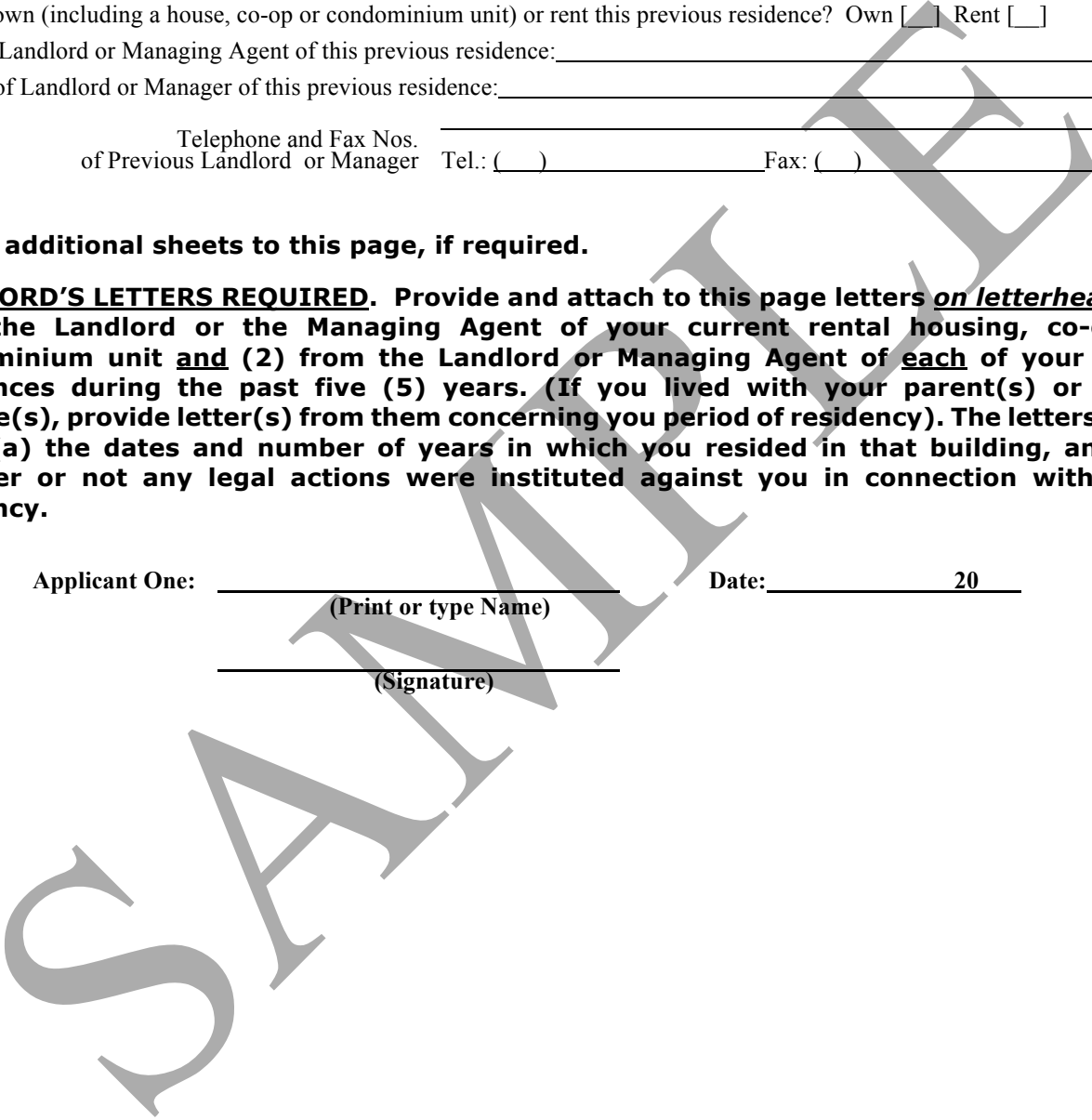
Attach additional sheets to this page, if required.

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 you period of residency). 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: _____
(Print or type Name)

Date: _____ 20__

(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 Current Landlord or Managing Agent: _____
 Address of Current Landlord or Manager: _____
 Telephone and Fax Numbers: _____
 of Current 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 Current Landlord or Managing Agent: _____
 Address of Current Landlord or Manager: _____
 Telephone and Fax Numbers: _____
 of Current 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 Current Landlord or Managing Agent: _____

Address of Current Landlord or Manager: _____

Telephone and Fax Numbers: _____

of Current 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 Current Landlord or Managing Agent: _____

Address of Current Landlord or Manager: _____

Telephone and Fax Numbers: _____

of Current Landlord or Manager: Tel.:() Fax:()

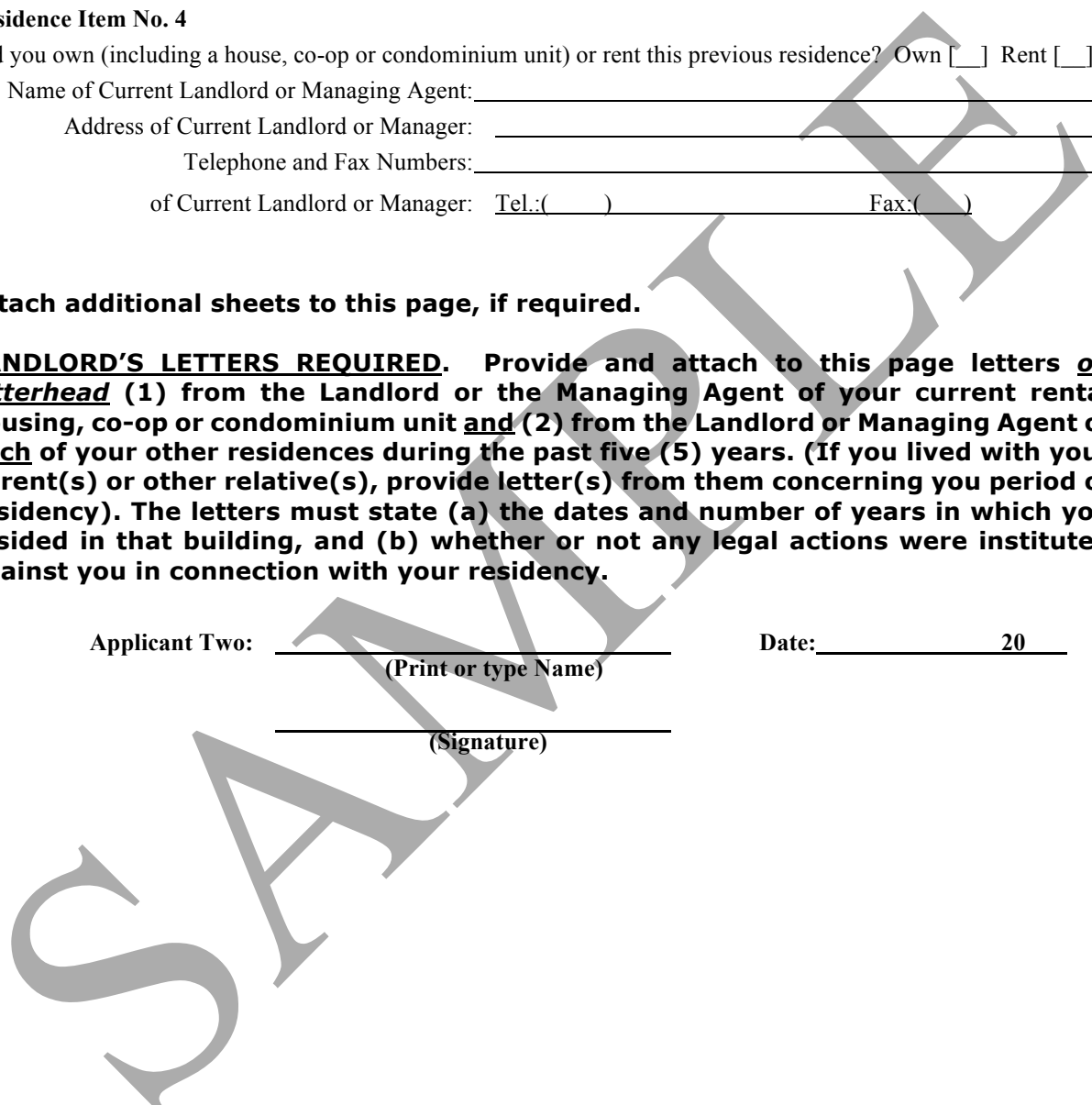
Attach additional sheets to this page, if required.

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 you period of residency). 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: _____
(Print or type Name)

Date: _____ 20

(Signature)



**HILLMAN HOUSING CORPORATION
SUBLET APPLICATION
VII**

Consumer Report Authorization

Each of the undersigned Applicants understands and agrees that, in connection with his/her Application to be approved as a subtenant of an apartment at the housing development owned by Hillman Housing Corporation (the "Corporation"), **Apartment No. _____ located at _____ Grand Street, New York, New York 10002**, (a) the Corporation 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 Corporation 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 the Reports mentioned above by the Corporation and/or its attorneys, Norris McLaughlin & Marcus, PA, on the Corporation'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.

Each of the undersigned has read, completed and signed a copy of the attached Consent and Disclosure (Applicants) (Page 18 and Page 19) to _____. (Make additional copies, as needed.)

A complete and signed Consent and Disclosure, Criminal History Report (Non-Subtenant Occupant, 18 Years or Older), one for each non-Applicant person over the age of eighteen (18) years who will reside in the Apartment, is also attached. (Page 20)

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 TO BE SUBLET:

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 a Subtenant of 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 _____ 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 as Subtenants of 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 Report 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 TO BE SUBLET:
 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 a Subtenant of 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 as Subtenants of 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 Report 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.

FOR USE BY NON-SUBTENANT OCCUPANTS (NOT BY APPLICANTS)

CONSENT AND DISCLOSURE CRIMINAL HISTORY REPORT (NON-SUBTENANT OCCUPANT, 18 YEARS OR OLDER) 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 an application (the "Application") for approval of a sublet of the cooperative Apartment at Hillman's housing development. I am eighteen years or older and will reside in the Apartment.

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 my criminal conviction history.

I also understand that in the event adverse action is taken on the 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 Report has been requested.

I hereby consent to the obtaining of the information and the preparing of the Report described above, and authorize Hillman and/or its attorneys, Norris McLaughlin & Marcus, PA, on Hillman's behalf, to procure the consumer Report on my criminal history 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 the 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
SUBLET APPLICATION
VIII**

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

As a material inducement to Hillman Housing Corporation (the "Corporation") to approve the subletting to the undersigned Applicant(s) of Apartment No. _____ (the "Apartment"), located at _____ Grand Street, New York, and to approve the Sublease (the "Sublease") signed by the Applicant(s) and the Sublessor(s) (Shareholder(s)) on the Corporation's form of Sublease and submitted to the Corporation as a part of this Application, each of the undersigned acknowledges, understands, warrants, represents and agrees with the Corporation 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 Sublease and of the Sublessor's Proprietary Lease (the "Proprietary Lease") for the Apartment from the Corporation and a violation of a substantial obligation of tenancy and of the Applicant's subtenancy, which will subject the undersigned to termination by the Corporation of the undersigned's Sublease, pursuant to this Acknowledgement and Agreement and as a third-party beneficiary of the provisions of the Sublease, entitling the Corporation to invoke all the remedies prescribed in such Sublease for breach, including but not limited to the right to commence legal action against Applicant(s) for eviction from the Apartment and may also subject the Sublessor(s) Proprietary Lease to termination and to legal action for eviction from the Apartment.
- (b) 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 Corporation following receipt of appropriate documentation.
- (c) 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 will constitute a material breach of the Sublease and the Proprietary Lease and a violation of a substantial obligation of tenancy and of the Applicant's subtenancy, which will subject the undersigned to termination by the Corporation of the undersigned's Sublease, pursuant to this Acknowledgement and Agreement and as a third-party beneficiary of the provisions of the Sublease, entitling the Corporation to invoke all the remedies prescribed in such Sublease for breach, including but not limited to the right to commence legal action against Applicant(s) for eviction from the Apartment and may also subject the Sublessor(s) Proprietary Lease to termination and to legal action for eviction from the Apartment
- (d) As used in paragraph (c) above, and in paragraph (e) 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.
- (e) 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 Corporation 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 Corporation 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 Corporation at any time.

Hillman Housing Corporation
Sublet Application
IX
Rules Regarding the Sublet of Apartments

TO: All Shareholders of HILLMAN HOUSING CORPORATION

Rules Regarding the Sublet of Apartments

This communication is to remind and update all shareholders as to the rules of Hillman 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 for each proposed sublet in the amount determined on the Fees and Charges Worksheet (Part II of the Sublet Application) must be paid by the proposed sublessee at the time of application; checks should be made payable to Norris McLaughlin & Marcus, PA. If the sublet is a renewal of an existing subtenancy with no change in the occupants of the apartment, then a non-refundable sublet application fee will be due, calculated in accordance with the Corporation's Sublet Renewal Application; an additional fee of **\$136.09** is required for each additional occupant. **The Shareholder, must pay a monthly 75% sublet fee to the Corporation based on the Shareholder's monthly carrying charges (rent).**

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 or the Sublease Review Committee 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.

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 for no more than an additional twelve (12) months. In no event shall the shareholder sublet the shareholder's apartment for more than five (5) years during any nine (9) year period. 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.

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 an amount equal to seventy-five (75%) percent of the carrying charges (rent) payable by the shareholder to the Corporation.** The fee will be billed monthly as additional carrying charges as part of the monthly carrying charges 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 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 charges 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 charges. 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 penalties for 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 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.

A deposit of \$500.00 must be paid to the Corporation by the Shareholder after the Board has approved the Sublease. 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 the Cooperative Village Applications Office 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
Hillman Housing Corporation

SAMPLE

**NOTICE: THE FOLLOWING SUBLET AGREEMENT
MUST BE SUBMITTED IN ORIGINALLY SIGNED
TRIPLICATE (3) SETS TO HILLMAN HOUSING
CORPORATION, TOGETHER WITH THE HILLMAN
HOUSING CORPORATION SUBLET APPLICATION.**

SAMPLE

**Hillman Housing Corporation
Sublet Application
X
Sublet Agreement**

**NOTICE: THE FOLLOWING SUBLET AGREEMENT MUST BE
SUBMITTED IN ORIGINALLY SIGNED TRIPPLICATE (3) SETS TO
HILLMAN HOUSING CORPORATION, TOGETHER WITH THE HILLMAN
HOUSING CORPORATION SUBLET APPLICATION.**

**Hillman Housing Corporation
SUBLET AGREEMENT**

Agreement made as of this ____ day of _____, 20____, between

_____(collectively the "Shareholder"), residing at
apartment no. _____ located at _____ (the "Apartment") and
HILLMAN 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") 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 regulations governing
subleasing, 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 monthly 75% sublet fee to the Corporation based on the Shareholder's monthly carrying charges (rent).**

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

1. 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").

2. 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.

3. 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 a second 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 acknowledges and agrees that in no event shall the Shareholder be permitted to sublet the Apartment, be it to the Sublessee hereunder or any other person, for more than five (5) years during any nine (9) year period. The Shareholder represents that the information set forth in Appendix A attached hereto 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 have to pay the sublet fees for the period of the unauthorized sublet and will not be permitted to sublet until the expiration of one year after the unauthorized sublet has terminated.

(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 and obligating Shareholder to pay over to the Corporation an amount equal to 100% of the Shareholder's monthly carrying charges (rent) plus the \$100.00 a day Sublessee is required to pay Shareholder under the terms of the Sublease for remaining in the apartment beyond the Sublet Termination date, as additional rent under the Lease. This obligation 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.

4. The Corporation's Subletting Regulations. The Shareholder shall comply with all the regulations of the Corporation regarding sublets, as the same may be amended from time to time. All such 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 subletting regulations.

5. 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 an amount equal to seventy-five (75%) percent of the carrying charges (rent) payable by the Shareholder to the Corporation. The Sublet fee shall be paid to the Corporation simultaneously with the Shareholder's monthly carrying 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.

(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 charges 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 will be applicable to all sublets and sublet renewals (including any renewal of the sublet referred to in this Agreement) which become effective after the date on which the revised Sublet Fee becomes effective.

6. Deposit by Shareholder. A Move-In - Move-Out Deposit of \$500.00 shall be delivered to the Corporation by the Shareholder once the Board has approved the Sublease. If the Application is denied this fee will be returned to the Shareholder. If the Application is accepted this fee will be returned, without interest, 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 charges under the Shareholder's Lease.

7. Violation of Lease by Sublessee. Any violation by the Sublessee of the provisions of the Lease, or of the 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.

8. 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 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 Shareholders obligations under the Proprietary Lease, House Rules and By-Laws of the Corporation.

9. 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), 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 charges, all expenses, costs, fees (including reasonable attorneys' fees), 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 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.

10. 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, Shareholder shall also pay to Corporation a late payment service charge of \$15.00 for each and every calendar month or

part thereof after the due date that such sum has not been paid to the Corporation. Such payment shall be deemed liquidated damages and not a penalty and shall be collectable as additional carrying charges 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 charges 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.

11. Parking Spots. At the commencement of the Sublessee's term, Shareholder shall vacate his or her parking spot in the garage 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.

12. 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 or at law or equity.

13. 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.

14. 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.

15. Notices. (a) All notices to the Corporation shall be sent by registered or certified mail, return receipt requested and shall be deemed given within three (3) days after mailing. Notices shall be sent to the following address:

Hillman 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 and shall be deemed given within three (3) days after mailing or may be given by personal delivery or by placing the notice under the door of the Shareholder's apartment. Mailed notices shall be sent to the following address:

16. 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. The captions used herein are for convenience only and shall not in any manner be deemed to vary any of the terms hereof.

17. 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.

18. 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.

HILLMAN HOUSING CORPORATION

By: _____

Print Name: _____

Print Title: _____

Shareholder No. 1

Shareholder No. 2

Shareholder No. 3

Hillman Housing Corporation – Sublet Agreement
Appendix A

Note: The Rules require the initial term of each sublease be for a term of twelve (12) months. Any renewal or extension of the Sublease shall be for no more than an additional twelve (12) months but it may be for less than twelve (12) months. An apartment may not be sublet for more than five (5) years during any nine (9) year period.

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 and e-mail addresses during sublease period

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

E-mail: _____ @ _____

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

E-mail: _____ @ _____

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

E-mail: _____ @ _____

FOR OFFICE USE ONLY

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

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

NOTICE: THE FOLLOWING SUBLEASE MUST BE SUBMITTED IN ORIGINALLY SIGNED TRIPPLICATE (3) SETS TO HILLMAN HOUSING CORPORATION, TOGETEHR WITH THE HILLMAN HOUSING CORPORATION SUBLET APPLICATION.

SAMPLE

Hillman Housing Corporation
Sublet Application
XI
Sublease

**NOTICE: THE FOLLOWING SUBLEASE MUST BE SUBMITTED IN
ORIGINALLY SIGNED TRIPPLICATE (3) SETS TO HILLMAN HOUSING
CORPORATION, TOGETEHR WITH THE HILLMAN HOUSING
CORPORATION SUBLET APPLICATION.**

SUBLEASE

The parties agree as follows:

Date of this Sublease: _____, 20__

Parties to this Sublease: Shareholder:
Address for notices:
Telephone Number (Home): _____ (Work): _____

You, the Subtenant:
Address for notices:
Telephone Number (Home): _____ (Work): _____

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

Information from Over-lease: Hillman Housing Corporation (the "Corporation")
Address for notices: 530 Grand Street, New York, New York 10002

A copy of the Over-lease, which is also referred to as the Proprietary Lease, is attached hereto as Exhibit A.

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

Apartment Subleased: 2. Apartment No. _____, Address: _____

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", 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.
- 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 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 and fax numbers
- 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 Over-lease including House Rules as contained in Exhibit A hereto or 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 Over-lease 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.
15. If (a) Subtenant assigns property for the benefit of creditors,

Bankruptcy:

(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 Over-lease.

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 19 (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 attorney's 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.
- Subordination: 19. This Sublease and Subtenant's rights are subject and subordinate to the Over-lease, mortgages on the Over-lease, the Building or land, and all future mortgages on the Over-lease, 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.
- 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
_____ WITNESS SIGNATURE	_____ WITNESS PRINT NAME	_____ DATE

SHAREHOLDER(S):

SIGNATURE

PRINT NAME

DATE

SIGNATURE

PRINT NAME

DATE

SIGNATURE

PRINT NAME

DATE

APPROVED BY:

HILLMAN HOUSING CORPORATION

By: _____
SIGNATURE

PRINT NAME

DATE

PRINT TITLE

SAMPLE

**Hillman Housing Corporation
Sublet Application
XII
Lead-Based Paint Disclosure**

NOTICE: THE LEAD-BASED PAINT DISCLOSURE [following page] MUST BE SUBMITTED IN ORIGINALLY SIGNED TRIPLICATE (3) SETS TO HILLMAN HOUSING CORPORATION, TOGETHER WITH THE HILLMAN HOUSING CORPORATION SUBLET APPLICATION.

[The balance of this page is intentionally left blank.]

SAMPLE

**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.

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

Hillman Housing Corporation Sublet Application

XIII. 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.*

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 Corporation, 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 Corporation 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 Corporation 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 Corporation.

Hillman Housing Corporation

(Acknowledgment of Receipt on Next Page)

* For this purpose, a “family member” is as applicable under the Lead Paint Law.

**Receipt of "Notice to All Shareholders
who Sublet Apartments" is
Acknowledged:**

(Sublessor(s) Shareholder(s)):

(1) Signature: _____

(Print)Name: _____

Date: _____, 20__

(2) Signature: _____

(Print)Name: _____

(3) Signature: _____

(Print)Name: _____

Date: _____, 20__

(Applicant) Sublessee No. 1

Signature: _____

(Print)Name: _____

Date: _____, 20__

(Applicant) Sublessee No. 2

Signature: _____

(Print)Name: _____

Date: _____, 20__

SAMPLE

HILLMAN HOUSING CORPORATION
SUBLEASING APPLICATION

Exhibit "A"

Extract from By-Laws of Hillman Housing Corporation Pertaining to Subletting
(as in effect on and after April 22, 2008)

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 a second year, a third year, a fourth year and a fifth year with Board approval for each renewal, provided there have been no violations of the Lease by the Stockholder or by the subtenant.

(c) No Stockholder will be permitted to sublet for more than five years (consecutive or non-consecutive) within any period of nine consecutive years. The first such nine year period shall commence for each Stockholder on the date of the commencement of such Stockholder's first sublet after January 20, 2005, and each succeeding nine year period for such Stockholder shall commence on the date of the commencement of such Stockholder's first sublet after the expiration of such Stockholder's preceding nine year period. In addition, no Stockholder will be permitted to sublet after the expiration of any such nine year period unless at least two years have elapsed since the expiration of the last sublet in the preceding nine year period. In the event a sublet which exists on January 20, 2005 is renewed on or after January 20, 2005 in accordance with the terms hereof, then the total number of years permitted for such sublet shall be five years, subject to the annual renewal requirement set forth above.

(d) A sublet fee ("Sublet Fee") will be charged to the Stockholder. Effective as of May 1, 2008, the Sublet Fee for stockholders whose sublets and sublet renewals take effect after May 1, 2008 will be equal to 75% of the monthly maintenance charge payable by the Stockholder to the Corporation (the "75% Sublet Fee"). Stockholders whose sublets or sublet renewals are in effect prior to May 1, 2008, provided that their sublet or sublet renewal was commenced or renewed with the prior written approval of the Board of Directors, will remain subject to a sublet fee of 50% of the monthly maintenance charge payable by the Stockholder to the Corporation (the "50% Sublet Fee") until the respective expirations of such pre-May 1, 2008 sublets or sublet renewals. The Sublet Fee will be billed monthly as additional maintenance

(e) 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.

(f) 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 (i) pay monthly as additional maintenance an amount equal to double the 50% Sublet Fee for the period of the unauthorized sublet until May 1, 2008, (ii) pay monthly as additional maintenance an amount equal to double the 75% Sublet Fee for the period of the unauthorized sublet after May 1, 2008, and (iii) not be permitted to sublet until the expiration of one year after the unauthorized sublet has terminated.

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

SAMPLE

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

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 inspección 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 inmediatamente 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 Artículo 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 ARCHIVOS
COPIA DEL DUEÑO/COPIA DEL INQUILINO