

Hillman Housing Corporation

Cooperative Purchase 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
Cooperative Purchase Application

NOTICE

This is a sequentially numbered Application form. The original numbered copy of this form must be submitted for processing, together with two additional copies of this form and three sets of all required attachments and additional papers and documents. The Applicant(s) should keep a copy of the completed form and all attachments and additional papers and documents for the Applicant(s)' records. Instructions are on Page APP. II-1, below.

I. Basic Information Sheet

A. **Date of Application:** _____, 20____

B. **Apartment for which this Application is Submitted:** Apt. No. _____

Address: _____
New York, New York 10002

C. **Name of Applicant One:** Last (Family) Name: _____

First Name: _____

Middle Name: _____

Current Address of Applicant One: _____
(Address – Number and Street)

(City, State and Zip Code)

(Apt. No.)

Home Telephone No.: (_____) _____
(Area Code and Number)

Cell Phone No.: (_____) _____
(Area Code and Number)

Business Telephone No.: (_____) _____
(Area Code and Number)

Fax No.: (_____) _____
(Area Code and Number)

E-Mail: _____@_____
(Address)

Name of Applicant Two (if any): Last (Family) Name: _____

First Name: _____

Middle Name: _____

Current Address of Applicant Two: _____
(Address – Number and Street)

(City, State and Zip Code)

(Apt. No.)

Home Telephone No.: (_____) _____
(Area Code and Number)

Cell Phone No.: (_____) _____
(Area Code and Number)

(Applicant Two Cont'd Next Page)

Serial Number: _____

Applicant Two, Cont'd.:

Business Telephone No.: () _____
(Area Code and Number)
Fax No.: () _____
(Area Code and Number)
E-Mail: _____@_____
(Address)

Name of Applicant Three (if any): Last (Family) Name: _____
First Name: _____
Middle Name: _____

Current Address of Applicant Three: _____
(Address – Number and Street)

(City, State and Zip Code)

(Apt. No.)

Home Telephone No.: () _____
(Area Code and Number)
Cell Phone No.: () _____
(Area Code and Number)
Business Telephone No.: () _____
(Area Code and Number)
Fax No.: () _____
(Area Code and Number)
E-Mail: _____@_____
(Address)

D. Name(s) of Current Shareholder(s): Last (Family) Name(s): _____
First Name(s): _____
Middle Name(s): _____

Current Address of Shareholder(s): _____
(Address – Number and Street)

(City, State and Zip Code)

(Apt. No.)

Home Telephone No(s): () _____
(Area Code and Number)
Cell Phone No(s): () _____
(Area Code and Number)
Business Telephone No(s): () _____
(Area Code and Number)
Fax No(s): () _____
(Area Code and Number)
E-Mail: _____@_____
(Address)

Social Security No(s): _____ — _____
(Name and Number)
_____ — _____
(Name and Number)

New Address of Shareholder(s): _____
(Address – Number and Street)

(City, State and Zip Code)

(Apt. No.)

New Home Telephone No(s): () _____
(Area Code and Number)

(Shareholder(s) Cont'd Next Page)

Current Shareholder(s) Cont'd.:

New Cell Phone No(s): () _____
(Area Code and Number)
New Business Telephone No(s): () _____
(Area Code and Number)
New Fax No(s): () _____
(Area Code and Number)
New E-Mail: _____@_____
(Address)

E. **Current Shareholder(s)' Attorney:** _____
(Name and Address): _____

Telephone No.: () _____
Fax No.: () _____
E-Mail: _____@_____

F. **Applicant(s)' Attorney:** _____
(Name and Address): _____

Telephone No.: () _____
Fax No.: () _____
E-Mail: _____@_____

G. **Applicant(s)' Lender:** _____
(Name and Address): _____

Telephone No.: () _____
Fax No.: () _____
E-Mail: _____@_____

H. **Real Estate Broker:** _____
(Name and Address): _____

Telephone No.: () _____
Fax No.: () _____
E-Mail: _____@_____

I. **Transaction Data:**
Gross Purchase Price of Shares: \$ _____
Amount to be Financed: \$ _____
(Non-financed cash payment must
equal the greater of \$15,000 or 20%
of gross purchase price)

J. **Names for Title:** **NOTE: ALL SHAREHOLDERS MUST BE EIGHTEEN (18)
YEARS OLD OR OLDER**
Exact name(s) in which the Cooperative
stock will be held (up to three
names) if purchase closes: _____
(All stock held by more than one
person will be registered as joint
tenants with right of survivorship

or as tenants by the entirety.)

SAMPLE

Hillman Housing Corporation

Cooperative Purchase Application

II. Documents to be Submitted by Applicants

The following is a list of the documentation required by the Board of Directors of Hillman Housing Corporation (the "Cooperative") for the purchase of the shares of Cooperative stock allocated to an apartment. **The Applicant(s) must submit three (3) complete sets of all papers required by the Cooperative for submission to the Board of Directors, consisting of one original and two copies of this Application and the documents listed below.** All copies must be collated and presented in the exact order set forth below. The Application will not be accepted for processing nor an appointment made for an interview until all the requested documents are received. **There are no exceptions.**

Please use additional sheets where needed.

1. This Purchase Application ("Application") and all its components (Parts I through XI) fully completed and signed.
2. Contract of Sale duly executed (signed) by both parties.
3. If financing the purchase of the Apartment, (a) a copy of the signed Commitment from the lending institution for no more than the maximum allowable Amount to be Financed (page APP. I-4, Item I) and (b) the Recognition Agreement in triplicate (Aztech form only), originally signed by Purchaser and lending institution. **Make sure that the address of the lending institution appears in paragraph 4 of the Aztech Recognition Agreement. The signed Commitment and Recognition Agreements may be submitted subsequent to submitting the rest of the Application but, in any event, they must be received before the Cooperative will schedule the requisite interview (see below). Although the Application will be processed before receipt of a signed loan Commitment and Recognition Agreements, the Application will not be considered complete by the Cooperative until they have been received.**
4. A check or money order (no cash will be accepted) in the amount determined in accordance with the attached Application Fees and Charges Worksheet (Page APP. II-3), 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.
5. If the proposed transfer of the Shares and Proprietary Lease is an estate transfer, a copy of:
 - (i) the will of the deceased tenant-shareholder
 - (ii) current valid certificates of letters testamentary or letters of administration for the decedent's estate
 - (iii) such other documentation as the Cooperative and/or its lawyers may require.

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

When all the above documents are completed, **send the completed Application with all of the required documents and payment by mail or overnight courier to Hillman Housing Corporation, c/o Norris McLaughlin & Marcus, PA, 875 Third Avenue, 8th Floor, New York, New York 10022 Attn: Pamela H.**

Muschler. Use the envelope supplied to you by the Cooperative Village Administrative Office. The telephone number of Norris McLaughlin & Marcus, PA is (212) 808-0700, Extension 8862. **Do not deliver the Application to the Cooperative Village Administrative Office.**

After the Application has been processed, all reports referred to in Item 4 have been received, and, if applicable, the signed loan Commitment and Recognition Agreements have been received, an interview will be scheduled. All persons 18 years of age or older who are going to live in the Apartment must be present at the interview. After the interview, the Applicants will be notified if any further documentation or information is required. Failure to submit any such further documentation or information may result in denial of the Application. After the interview and receipt by the Cooperative of any such further documentation or information, the Application will be submitted to the Board of Directors for review and approval. The Applicants will then be notified of the Board's decision.

The Applicants and the other approved occupants may take possession of and move into the Apartment only after the Board has approved the Application and the Applicants have closed on the Apartment. Under no circumstances will the Cooperative make exceptions. Photographs of the approved Applicants will be required for identification purposes only.

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

(Signature)

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

(Signature)

Applicant Three (if any): _____ **Date:** _____ **20**
(Print or type Name)

(Signature)

**Hillman Housing Corporation
Application Fees¹ 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 years or older: _____ X \$136.09 = \$ _____

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: \$ 750.00

TOTAL DUE: \$ _____

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

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

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

Hillman Housing Corporation

Cooperative Purchase Application

III. Acknowledgments

To the Board of Directors of Hillman Housing Corporation:

The undersigned hereby submit(s) this Application for the purchase of shares of stock in Hillman Housing Corporation (the "Cooperative") and for a Proprietary Lease for Apartment _____ (the "Apartment") at _____, New York, New York 10002.

Each of the undersigned acknowledges and agrees to the following:

1. Pursuant to the authority granted in the Proprietary Lease and By-Laws of the Cooperative, the Board of Directors will use this Application to obtain information regarding the proposed purchaser(s) of the Cooperative's stock as set forth in this Application.
2. The Board of Directors may require additional information and will require that the Applicant(s) and all persons 18 years of age or older who will live in the Apartment appear for a personal interview.
3. The proposed purchase cannot be consummated without the prior written consent of the Board of Directors.
4. Each of the undersigned has read the Proprietary Lease, House Rules and By-Laws which govern the occupancy of the Apartment and the operation of the Cooperative and agrees to abide by the terms, provisions and limitations set forth in these documents including, but not limited to, the Cooperative's "no-pet" rule (see page APP. VIII-1).
5. In no event will the Cooperative, the Board of Directors or their agents or employees be responsible for any liabilities to or expenses incurred by an Applicant, regardless of whether the Application is disapproved or approved.
6. While the Board of Directors will attempt to review and act upon this Application promptly, the Cooperative, the Board of Directors and their agents and employees will not be responsible for any costs, fees, expenses or liabilities resulting from any delay including, but not limited to, claims for the payment of rent or other housing costs and claims relating to loans, and the Applicants, by signing this Application, as a material inducement to its receipt and processing by the Cooperative, hereby waive any and all such claims.
7. **All statements and representations made by the Applicants in this Application are made under penalty of perjury. Falsification of any of the material information contained in this Application, or omission of material information from the Application, or violation of any representation or agreement made by the undersigned in this Application, may result, without limitation, in rejection of the Application by the Board of Directors, revocation of any approval given and, after closing, termination of the Applicant's Proprietary Lease, it being agreed that such falsification or omission or violation constitutes a material breach of the Proprietary Lease entitling the Cooperative to invoke all the remedies prescribed in such Proprietary Lease for such breach.**

8. The non-financed cash payment on account of the purchase price shall be the greater of \$15,000 or 20% of the gross selling price. (For example, if the gross purchase price is \$250,000, the purchaser can finance up to \$200,000 and must pay at least \$50,000 in non-financed cash. If the gross purchase price is \$60,000, the purchaser can finance up to \$45,000 and must pay at least \$15,000 in non-financed cash).

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

- pledge the shares of the Cooperative's Stock
- make alterations to the Apartment
- sublease the Apartment
- permit persons other than those permitted by the Proprietary Lease or by law to live in the Apartment
- use the Apartment for other than residential purposes
- permit dogs or other animals in the Apartment (see page APP. VIII-1)

Each of the undersigned further acknowledges and agrees that, if this Application is approved, the undersigned WILL

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

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

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

Applicant One: _____
(Print or type Name)

Date: _____ 20__

(Signature)

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

Date: _____ 20__

(Signature)

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

Date: _____ 20__

(Signature)

Note:

**** ACKNOWLEDGMENT(S) ON FOLLOWING PAGE(S) ****
**** MUST BE COMPLETED ****
**** AND NOTARIZED ****

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

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

On the _____ day of _____, in the year 20____, 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 20____, 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]

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

On the _____ day of _____, in the year 20____, before me the undersigned, a Notary Public in and for said State, personally appeared **[Insert Name of Applicant Three, 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]

(See Form(s) for Use if Notarized Outside New York State on Next Page)

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

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

On the ____ day of _____, in the year 20__, 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 20__, 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]

(Continued on next page.)

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

On the ____ day of _____, in the year 20__, before me the undersigned, personally appeared **[Insert Name of Applicant Three, 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

Cooperative Purchase Application

IV. Applicant Information

To be Completed by Applicant(s):

Applicant One:

Name of Applicant One

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

Applicant Two:

*Name of Applicant Two

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

Applicant Three:

*Name of Applicant Three

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

*if applicable

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: _____

Hillman Housing Corporation

Cooperative Purchase Application

V. 1. Present and Past Residences - Applicant One

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

Name of Current Landlord or Managing Agent: _____

Address of Current Landlord or Manager: _____

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

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

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

RESIDENCE

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

Attach additional sheets to this page, if required.

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

Residence Item No. 1

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

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

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 2

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

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

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 3

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

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

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 4

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

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

Address of Landlord or Manager of this previous residence: _____

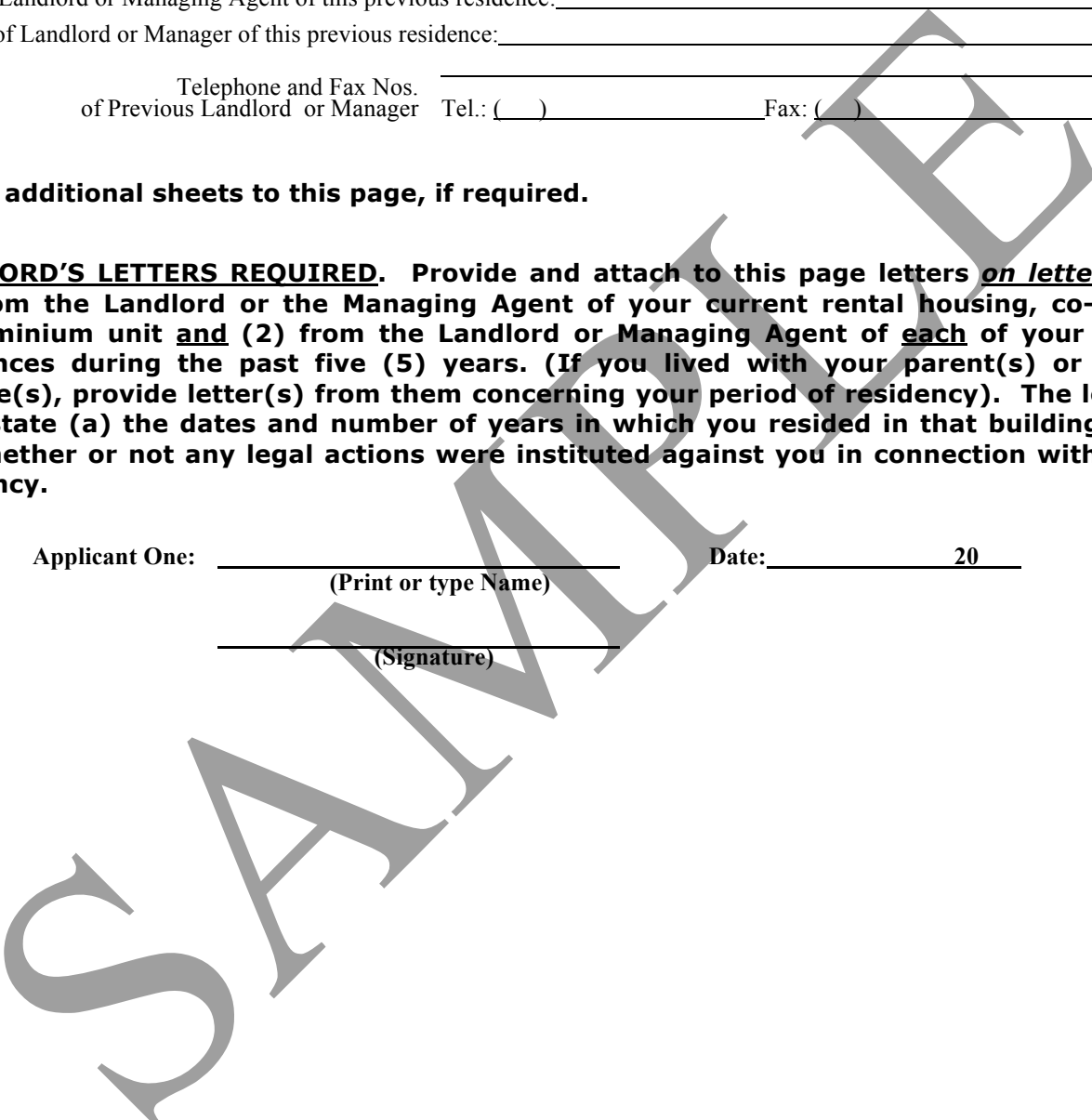
Telephone and Fax Nos. _____
of Previous Landlord or Manager Tel.: () Fax: ()

Attach additional sheets to this page, if required.

LANDLORD'S LETTERS REQUIRED. Provide and attach to this page letters *on letterhead* (1) from the Landlord or the Managing Agent of your current rental housing, co-op or condominium unit and (2) from the Landlord or Managing Agent of each of your other residences during the past five (5) years. (If you lived with your parent(s) or other relative(s), provide letter(s) from them concerning your period of 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: _____ Date: _____ 20____
(Print or type Name)

(Signature)



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

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

Name of Current Landlord or Managing Agent: _____

Address of Current Landlord or Manager: _____

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

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

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

RESIDENCE

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

Attach additional sheets to this page, if required.

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

Residence Item No. 1

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

Residence Item No. 2

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

Residence Item No. 3

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

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

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 4

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

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

Address of Landlord or Manager of this previous residence: _____

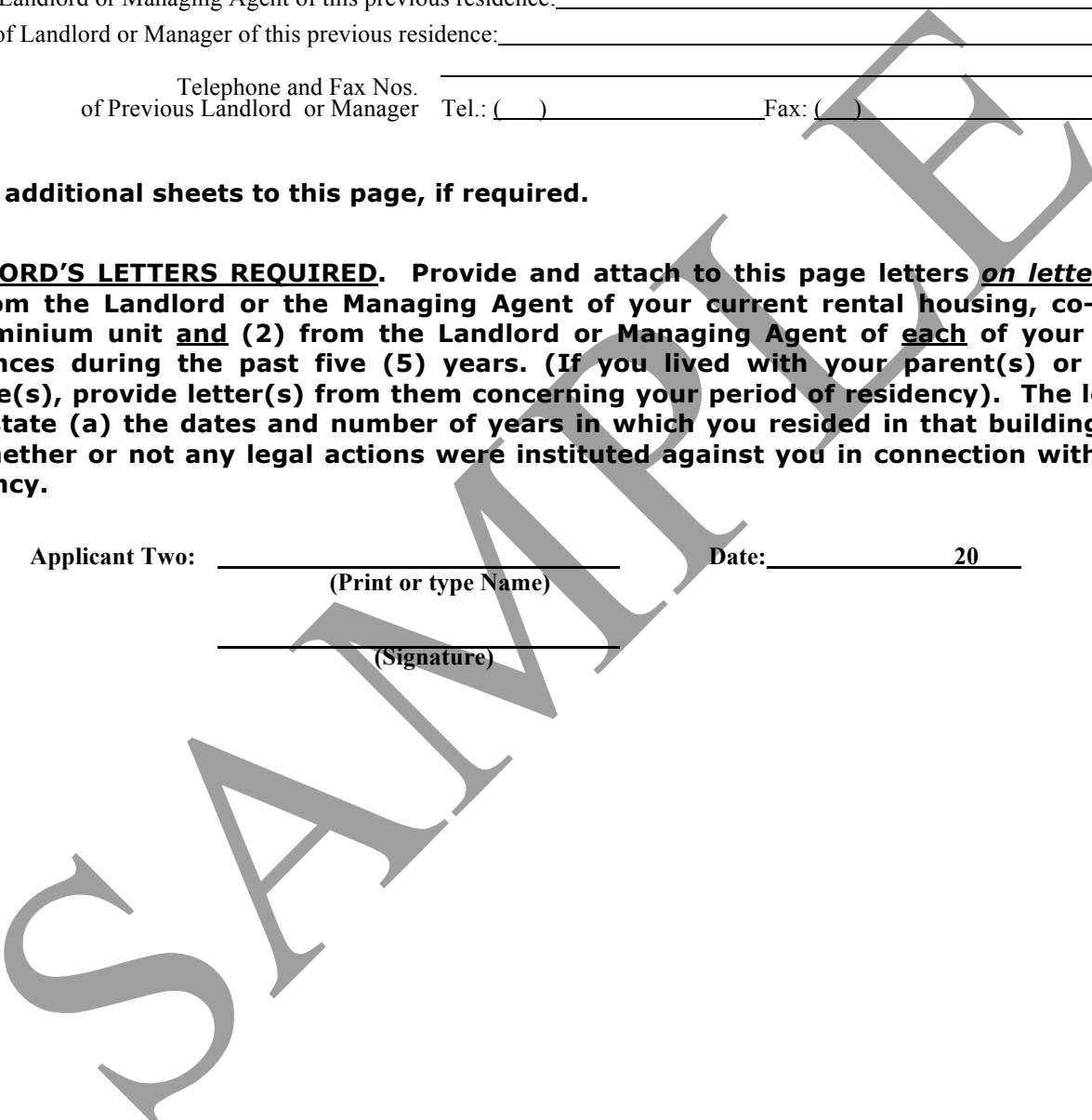
Telephone and Fax Nos. _____
of Previous Landlord or Manager Tel.: () Fax: ()

Attach additional sheets to this page, if required.

LANDLORD'S LETTERS REQUIRED. Provide and attach to this page letters *on letterhead* (1) from the Landlord or the Managing Agent of your current rental housing, co-op or condominium unit and (2) from the Landlord or Managing Agent of each of your other residences during the past five (5) years. (If you lived with your parent(s) or other relative(s), provide letter(s) from them concerning your period of 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: _____ Date: _____ 20____
(Print or type Name)

(Signature)



3. Present and Past Residences - Applicant Three (if any):

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

Name of Current Landlord or Managing Agent: _____

Address of Current Landlord or Manager: _____

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

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

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

RESIDENCE

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

Attach additional sheets to this page, if required.

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

Residence Item No. 1

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

Residence Item No. 2

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

Residence Item No. 3

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

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

Address of Landlord or Manager of this previous residence: _____

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

Residence Item No. 4

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

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

Address of Landlord or Manager of this previous residence: _____

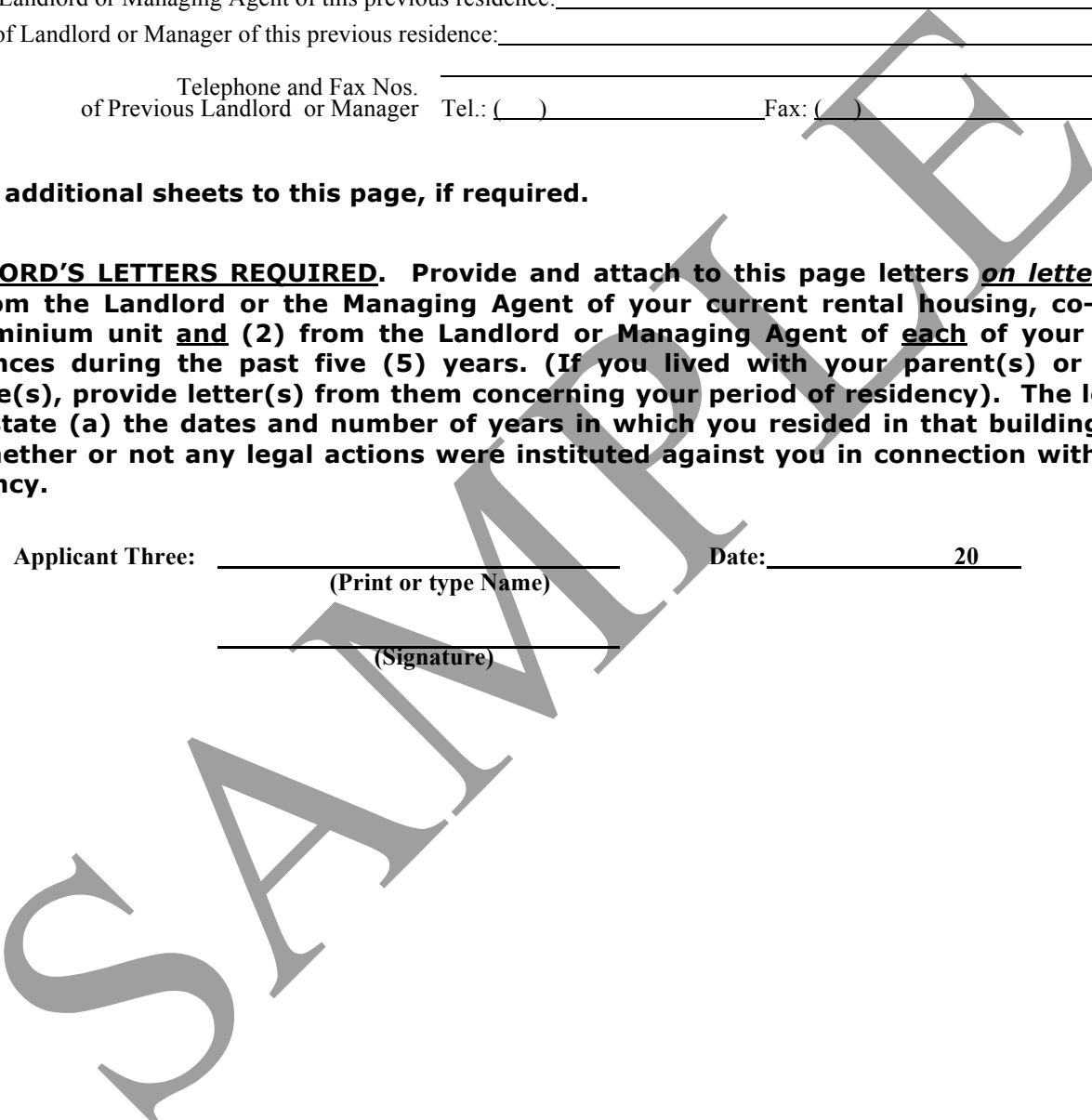
Telephone and Fax Nos. _____
of Previous Landlord or Manager Tel.: () Fax: ()

Attach additional sheets to this page, if required.

LANDLORD'S LETTERS REQUIRED. Provide and attach to this page letters *on letterhead* (1) from the Landlord or the Managing Agent of your current rental housing, co-op or condominium unit and (2) from the Landlord or Managing Agent of each of your other residences during the past five (5) years. (If you lived with your parent(s) or other relative(s), provide letter(s) from them concerning your period of 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 Three: _____ Date: _____ 20____
(Print or type Name)

(Signature)



Hillman Housing Corporation
Cooperative Purchase Application

VI. **Notices** Applicant(s) acknowledge receipt of the following Notices:

Notice
Equal Housing Opportunity

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

NOTICE OF NON-DISCRIMINATION

Approval of the sale of cooperative apartments by the Board of Directors (the "Board") of the Cooperative will be granted without any limitation, specification or discrimination as to race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, alienage, citizenship or occupation or whether children are, may or would be residing with the purchaser of an apartment.

Notice of Required Resale of Existing
Apartment in Hillman or East River Co-op

A. Within One Hundred Twenty (120) days from the date of closing of the sale of the Apartment, the Applicant(s) will transfer all of the interest of the Applicant(s) in any and all other stock, proprietary leases and Apartments in Hillman Housing Corporation and/or East River Housing Corporation (collectively the "Cooperatives") in accordance with the particular Cooperative's By-laws and Proprietary Lease, and subject to the approval of the particular Cooperative's Board of Directors, so that the Applicant(s) shall only have an interest in the proprietary lease for one Apartment and one stock certificate in the Cooperatives. The Applicant(s) will be required to enter into an "Agreement to Sell Apartment" or such other agreement as Hillman Housing Corporation shall require. In addition, at the closing of the sale of the Apartment, the Applicant(s) will be required to deposit \$5,000 as security to assure compliance with the obligation (set forth above) to transfer stock and proprietary leases for other Apartments within One Hundred Twenty (120) days after the date of closing of that sale.

B. NOTWITHSTANDING SUBPARAGRAPH (A) ABOVE, the Applicant(s) does/do not have to sell the Applicant's(s') stock and proprietary lease for an existing apartment if (a) the Applicant(s) is/are acquiring the stock and proprietary lease for a contiguous apartment at Hillman Corporation for a breakthrough or (b) if the Applicant(s) has/have or acquire(s) an interest in the stock and proprietary lease for a non-contiguous apartment at Hillman Housing Corporation that is permitted to be retained in accordance with Hillman Housing Corporation's By-laws, Proprietary Lease and policies and, if required by such By-laws, Proprietary Lease and/or policies, the Applicant(s) and (if required) the current Tenant-Shareholder(s) of the stock and proprietary lease for the Apartment have entered into (i) a "Non-Contiguous Apartment Retention Agreement (Addition to Stock and Lease)", (ii) an "Agreement Regarding the Purchase of Non-Contiguous Apartments, or (iii) such other agreement as Hillman Housing Corporation shall require, all with respect to the Apartment and any non-contiguous apartment in which the Applicant(s) shall have or acquire an interest, and all in the form prescribed by Hillman Housing Corporation; the Applicant(s) and, as applicable, the current Tenant-Shareholder(s), will be required to comply with the terms of any such Agreement.

Applicant One: _____
(Print or type Name)

Date: _____ 20

(Signature)

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

Date: _____ 20

(Signature)

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

Date: _____ 20

(Signature)

STATE OF _____)

) ss:

COUNTY OF _____)

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

Notary Public

[NOTARY'S STAMP OR SEAL]

Hillman Housing Corporation
Cooperative Purchase Application

VII. Consumer Report Authorization

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

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

Each of the undersigned has read, completed and signed a copy of the attached Consent and Disclosure (Applicants) (Page APP. VII-2) to _____. **(Make additional copies, as needed.)**

A completed and signed Consent and Disclosure, Criminal History Report (Non-Purchaser 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 App. VII-5)

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

Applicant Three: 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** []
- Applicant Three** []

CONSENT AND DISCLOSURE (APPLICANTS)

HILLMAN HOUSING CORPORATION

UNIT NUMBER AND ADDRESS OF APARTMENT APPLIED FOR:

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

I understand that Hillman Housing Corporation ("Hillman") may and will utilize the services of _____ to prepare a consumer report (the "Report", as described below) as part of the procedure for processing my application (the "Application") to be approved as a purchaser 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 _____ and/or _____ Report may include information consistent with federal and state law regarding bankruptcies filed by or against me, information about my civil litigation (including judgment liens, tax liens and the like and landlord-tenant court proceedings) history, criminal conviction history, a social security number verification report, and a report of a home inspection visit to my present residence, with all Applicants for the Apartment present during the inspection.

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

CONSENT AND DISCLOSURE (APPLICANTS)

HILLMAN HOUSING CORPORATION

UNIT NUMBER AND ADDRESS OF APARTMENT APPLIED FOR:

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

I understand that Hillman Housing Corporation ("Hillman") may and will utilize the services of _____ to prepare a consumer report (the "Report", as described below) as part of the procedure for processing my application (the "Application") to be approved as a purchaser 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 _____ and/or _____ Report may include information consistent with federal and state law regarding bankruptcies filed by or against me, information about my civil litigation (including judgment liens, tax liens and the like and landlord-tenant court proceedings) history, criminal conviction history, a social security number verification report, and a report of a home inspection visit to my present residence, with all Applicants for the Apartment present during the inspection.

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

CONSENT AND DISCLOSURE (APPLICANTS)

HILLMAN HOUSING CORPORATION

UNIT NUMBER AND ADDRESS OF APARTMENT APPLIED FOR:

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

I understand that Hillman Housing Corporation ("Hillman") may and will utilize the services of _____ to prepare a consumer report (the "Report", as described below) as part of the procedure for processing my application (the "Application") to be approved as a purchaser 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 _____ and/or _____ Report may include information consistent with federal and state law regarding bankruptcies filed by or against me, information about my civil litigation (including judgment liens, tax liens and the like and landlord-tenant court proceedings) history, criminal conviction history, a social security number verification report, and a report of a home inspection visit to my present residence, with all Applicants for the Apartment present during the inspection.

I also understand that in the event adverse action is taken on my Application based, in whole or part, on information obtained in the Report, I will be provided by Hillman with the name, address and telephone number of the consumer reporting agency that provided the Report and a description in writing of my rights under the Fair Credit Reporting Act. Further, upon my request, Hillman will inform me whether any such 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/or _____, and direct _____ and/or _____ 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-
PURCHASER
OCCUPANTS
(NOT BY
APPLICANTS)**

**CONSENT AND DISCLOSURE
CRIMINAL HISTORY REPORT
(NON-PURCHASER 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 the purchasers 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 _____ 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

Cooperative Purchase Application

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

As a material inducement to Hillman Housing Corporation (the "Cooperative") to consent to the purchase by the undersigned of the shares stock of the Cooperative allocated to Apartment no. _____ located at _____ Grand Street, New York, New York, and to enter into a Proprietary Lease with the undersigned for the Apartment, each of the undersigned acknowledges, understands, warrants, represents and agrees that,

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

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

(c) INITIAL EITHER (i) OR (ii), BELOW, AS APPLICABLE:

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

(A) None of the Applicants and no person who will be an occupant of the Apartment at the Cooperative owns a dog (as defined above) or other animal (as defined above) or harbors, possesses or keeps a dog (as defined above) or other animal (as defined above) in his/her present residence, (B) the same will be true to and including the date of the commencement of occupancy at the Apartment at the Cooperative for which this Application is made and (C) no dog (as defined above) or other animal (as defined above) will be harbored, possessed or kept in the Apartment at the Cooperative at any time.

OR:

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

(A) One or more of the Applicants or person(s) who will be occupants of the Apartment at the Cooperative currently owns a dog (as defined above) or other animal (as defined above) and/or a dog (as defined above) or other animal (as defined above) is currently harbored, possessed or kept in his/her/their present residence, (B) attached to this Acknowledgement and Agreement is an explanation in writing of (I) who owns such dog (as defined above) or other animal (as defined above) and (II) the intended disposition of such dog (as defined above) or other animal (as defined above) at the commencement of occupancy at the Apartment at the Cooperative for which this Application is made, and (C) no dog (as defined above) or

Hillman Housing Corporation

Cooperative Purchase Application

IX. Notice That a Contract of Sale Has Been Entered Into

(To be Completed by the Selling Shareholder(s) and the Applicant(s) and Submitted with Complete Application Package)

TO: Hillman Housing Corporation
c/o Norris McLaughlin & Marcus, PA
875 Third Avenue – 8th floor
New York, N.Y. 10022

_____, 20____
(date)

Dear Cooperative:

You are hereby notified that a Contract of Sale has been entered into as follows:

Apartment _____, at _____, New York, N.Y. 10002

Seller(s) _____
(Print or Type Names)

Purchaser(s) _____
(Print or Type Names)

Selling price for the Apartment: \$ _____

The undersigned acknowledge that pursuant to Article VI, Section 8 of the Bylaws of Hillman Housing Corporation (the "Cooperative"), a copy of which provision is attached to this Application, the Cooperative has the option to purchase the Shares and Lease covered by the above-referenced Contract of Sale (the "Contract"), and that the Cooperative's option must be set forth in the Contract and, if it is not set forth in such Contract, then the undersigned Seller(s) and Purchaser(s) agree that such provision is automatically incorporated in such Contract by reference as if it were fully set forth in such Contract. Notice of the Cooperative's decision to exercise such option shall be given to the Seller(s) and Purchaser(s) at their respective addresses as set forth in the Contract.

Seller's Signature

Purchaser's Signature

Co-Seller's Signature

Co-Purchaser's Signature

Co-Seller's Signature

Co-Purchaser's Signature

Notice: (a) **If any Seller signs by attorney-in-fact or agent under Power of Attorney, a copy of the Power of Attorney must be attached to this Application.**

(b) **Purchasers must sign all parts of this Application for themselves.**

**HILLMAN HOUSING CORPORATION
BY-LAWS EXTRACT
ARTICLE VI, SECTION 8**

SECTION 8. The Corporation's Right of First Refusal.

(a) No Transfer If Corporation Willing to Purchase Shares. No Shares shall at any time be Transferred in any manner or respect whatsoever, whether voluntarily or involuntarily, by operation of law or otherwise, by any Transferor, whether such Transfer shall be made by reason of a contract of sale or any other Transfer, as defined in subparagraph (b)(3) of this Section 8, in any circumstances, consensual or forced, to any Purchaser, so long as the Corporation is willing to purchase such Shares at the Price for which the Transferor proposes to Transfer the Shares.

(b) Definitions of Certain Terms. As used in this Section 8:

(1) the term "Purchaser" shall mean any person or entity;

(2) the term "Price" shall mean the price agreed to between the Purchaser and Transferor set forth in the Sale Documents for the Transfer, whether determined by agreement, contract, bid, offer and acceptance, auction or otherwise in any manner whatsoever;

(3) the terms "Transfer" or "Transferred" shall include but not be limited to any sale, assignment, alienation or other transfer or disposition, of whatever kind and however denominated, of Shares, including without limitation any disposition of Shares made pursuant to and/or in connection with (i) a contract of sale, (ii) proceedings of any kind to enforce the Corporation's lien on the Shares pursuant to Article X of these Bylaws or to enforce any other of the Corporation's rights pursuant to these Bylaws and/or pursuant to a proprietary lease, whether in connection with eviction or foreclosure proceedings or otherwise, (iii) proceedings by any Stockholder's creditor, including the Corporation, to enforce such creditor's rights, whether by means of judicial or non-judicial foreclosure sale, attachment, enforcement of a lien, bankruptcy or auction sale, dissolution of ownership interests, marshaling or division of marital or other assets, assignment for the benefit of creditors, or any other disposition of whatever kind, whether pursuant to the New York Uniform Commercial Code, a proceeding under the United States Bankruptcy Code, a judgment of a court of competent jurisdiction, a sheriff's or marshal's sale, an eviction, or otherwise, (iv) the retention by any Stockholder's creditor, including the Corporation, of the Shares in full or partial satisfaction of indebtedness, and (v) any other disposition of the Shares; and

(4) the term "Transferor" shall include but not be limited to any one or more of (i) the Stockholder, (ii) the Corporation, (iii) any secured party with respect to the Shares, (iv) any holder of a lien on the Shares, (v) any creditor or judgment or other lien creditor of any Stockholder, and (vi) any person or entity that shall be a successor in interest to any such Stockholder or to any such creditor or other party described above (including as such a successor in interest to any Stockholder, but not limited to, the Corporation and any assignee, pledgee and/or other holder of the Shares as security).

(c) Excluded Transactions. Notwithstanding subsection (a) of this Section 8, the Corporation shall not have a right of first refusal in connection with, and neither the provisions of such subsection (a) of this Section 8 nor the terms "Transfer" or "Transferred" shall apply to:

(i) a bequest, a distribution without consideration by reason of intestate succession from a Stockholder's decedent's estate or a bona fide gift made by a Stockholder, or

(ii) a Stockholder's giving a security interest in, and/or making an assignment of, Shares in good faith solely as security for a loan, guaranty or other extension of credit actually made;

provided, however, that, nonetheless, such provisions of subsection (a) of this Section 8 and the term "Transfer" shall apply to any sale, disposition or other Transfer by the assignee of or holder of a security interest in such Shares.

(d) Requirements for Contract of Sale and Other Sale Documents; Provisions Automatically Deemed Incorporated. The contract of sale and/or any and all other documents that, alone or in combination with other documents, obligate or provide for Transferor(s) and Purchaser(s) to effectuate a Transfer of Shares, including but not limited to any pledge agreement, security agreement, notice of public or private sale or auction, judgment, execution, terms of sale, assignment for the benefit of creditors, and each and every arrangement and/or agreement whether or not in writing, whether consensual, voluntary, involuntary, forced, by operation of law, or otherwise, for the Transfer of Shares, including those between the Transferor(s) and Purchaser(s) (collectively and separately, the "Sale Documents"), shall expressly provide that (i) the Sale

Documents and the Transfer are subject to the approval of the Corporation's Board of Directors and (ii) the Sale Documents and the Transfer contemplated by such Sale Documents are subject to the Corporation's right of first refusal to purchase such Shares. In the event that any such Sale Documents shall not expressly contain the provisions set forth in this Section 8(d)(i) and (ii), then such Sale Documents shall automatically be deemed to contain such provisions (d)(i) & (ii) and to incorporate by reference this Article VI, Section 8, of the Corporation's Bylaws as if fully set forth therein.

(e) Notice of Proposed Transfer. In order to ascertain whether the Corporation is willing to purchase any Shares, the Transferor(s) and Purchaser(s) shall execute a Notice That a Contract of Sale Has Been Entered Into (the "Proposed Transfer Notice") on the form prescribed by the Corporation. Such Proposed Transfer Notice shall be submitted to the Corporation with and as part of any application for the Corporation's approval of the Transfer of the Shares but the effective date of the Proposed Transfer Notice shall be deemed to be the date on which the Corporation issues to the parties its notice that the application package is complete (the "Application Complete Notice") and that all required credit checks, background checks and home inspections have been completed (such date, the "Effective Date"). Notwithstanding the foregoing, if the Corporation shall be the Transferor, then only the Purchaser(s) shall be required to execute such Proposed Transfer Notice and the Corporation shall issue the Application Complete Notice, if applicable, to the Purchaser(s) only.

(f) Exercise of Right of First Refusal. If the Corporation, within a period of thirty (30) days after the Effective Date of the Proposed Transfer Notice, as set forth in Section 8(e) above, shall give notice in writing to the Transferor(s) and Purchaser(s) of its exercise of its right of first refusal and that it is ready and willing to purchase the Shares (the "Corporation's Exercise Notice"), then the Sale Documents shall be deemed cancelled and the Transferor(s) shall be bound, within thirty (30) days after the Corporation's Exercise Notice shall have been given (or within such additional reasonable period of time as the Corporation in its discretion shall specify by further written notice to the Transferor(s) given before the expiration of such thirty (30) days), to transfer the Shares to the Corporation upon receipt by the Transferor(s) of the price set forth in the Sale Documents, less the applicable fees set forth in Article XIV of these Bylaws and the transfer fee set forth in Section 5 of this Article VI. Notwithstanding the foregoing, if the Corporation shall be the Transferor, the Corporation shall give such Corporation's Exercise Notice, if any, to the Purchaser(s) but it shall not be necessary for the Corporation to give to itself any notice provided for in this Section 8(f).

(g) Transfer if Right of First Refusal Not Exercised. Upon expiration of thirty (30) days after the Effective Date of the Proposed Transfer Notice, or sooner, if approved by the Board and if the Corporation has not issued the Corporation's Exercise Notice, the Transferor(s) shall, subject to the approval of the Board of Directors, have the right to sell such Shares to the Purchaser(s) for a price not less than the Price set forth in the Sale Documents, but such Shares shall not be transferred on the books of the Corporation to the Purchaser(s) unless the Transferor(s) shall first pay to the Corporation the fees and charges set forth in Article XIV of these Bylaws and the transfer fee set forth in Section 5 of this Article VI.

(h) Notices Applicable to This Section 8. Except for the Proposed Transfer Notice (which shall be delivered to the Corporation as part of an application for the Corporation's approval of the Transfer of the Shares, as provided in Section 8(e)), notices provided for in this Section 8 shall be given in writing by certified mail, return receipt requested or by reputable national overnight courier or overnight mail service (an "Overnight Service"), such as Federal Express, UPS and U.S. Postal Service Express Mail, and shall be deemed issued and/or given, if sent by the Corporation, when duly mailed or placed in the custody of such service for delivery.

Hillman Housing Corporation

Cooperative Purchase Application

X. Apartment Alteration and Break Through Acknowledgement

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

1. Before any Work is begun:

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

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

(c) To procure from the contractor or contractors:

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

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

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

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

3. To agree to the following:

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

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

(c) The Shareholders undertake to indemnify the Cooperative and tenant-cooperators or occupants of the building for any damages suffered to person or property as a result of the Work performed, whether or not caused by negligence, and to

reimburse the Cooperative for any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of such Work.

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

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

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

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

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

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

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

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

Applicant One: _____
(Print or type Name)

Date: _____ **20**

(Signature)

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

Date: _____ **20**

(Signature)

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

Date: _____ **20**

(Signature)

Hillman Housing Corporation

Cooperative Purchase Application

XI. Seller's Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and Verifications

Lead Warning Statement

Every purchaser of any interest in 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 seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) **Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):**
- (i) _____ Known lead-base paint and/or lead-based paint hazards are present in the housing (explain) _____

- (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) **Records and reports available to the seller (check (i) or (ii) below):**
- (i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-paint hazards in the housing (list documents below). _____

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

Purchaser's Acknowledgement (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- (e) **Purchaser 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 lead-based paint hazards.

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

- (f) _____ Agent has informed seller of the seller'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.

_____ Seller	_____ Date	.20	_____ Purchaser	_____ Date	.20
_____ Seller	_____ Date	.20	_____ Purchaser	_____ Date	.20
_____ Agent (if any)	_____ Date	.20	_____ Purchaser	_____ Date	.20