

**135 WILLOW OWNERS CORP.**  
**SUBLET PACKAGE**  
FOR COOPERATIVE APARTMENT

Date:

To: Shareholder

From: Gary F. Glabman, Marin Management Corporation

Re: Sublet Application for  
135 Willow Street, Apt. \_\_\_\_\_

In response to your request concerning the sublet of your unit, this letter will assist you in the preparation and submission of your Sublet Package. In accordance with the terms of the Proprietary Lease, this Sublet Application requires the approval of the Board of Directors (the "Board").

The procedure for your sublet application and the documents required are as follows:

After the application and related documents are submitted, we will obtain a credit report on the sub-tenant and refer the file to the Board's Admissions Committee. All documents are strictly confidential, may not be reproduced or kept by committee members, and are destroyed or returned to the applicant following review and completion of the application process. Only the original copy of the application is kept on file for the Co-op Corporation's records.

Copies of the Sublet Application, Sublet Rules and the prescribed form of Sublease Agreement are attached to this letter for your information and use. All Sublease Agreements must follow the prescribed form and comply with the Sublet Rules.

List of Required Forms and Documents

1. A Sublet Application Form, proposed Sublease Agreement and a Financial Statement of the proposed subtenant must be fully completed and submitted by the applying shareholder.
2. Copies of the most recent bank and brokerage account statements for each proposed sub-tenant must accompany the complete Financial Statement. This must include all statements relevant to the accounts and holdings listed on the Financial Statement, including checking, savings, and investment accounts. Applicant need only to submit the summary page of each account statement showing the account number, the name and address of the account owner, and account balances. If applicant desires to obscure the account numbers for privacy purposes, the last four digits MUST be left clearly legible;
3. Copies of the two most recent pay stubs for each proposed sub-tenant and documentation from sub-tenant's employer(s) verifying length of employment

and salary. If self-employed, verification of income and self-employment is required. If retired, recent pension and/or Social Security annual award letters are required.

4. Copy of sub-tenant applicant's Federal income tax return(s) Form 1040 and W-2 wage statement(s) for most recent tax year. Applicant is required to submit only Schedules A, C and E, as applicable, of Form 1040. Should the Admissions Committee require additional information or Schedules, they will be requested.
5. Non-refundable application processing fee of \$250.00 payable by personal or certified check to the order of Marin Management Corp.
6. Credit report fee of \$26.13 for each proposed sub-tenant payable by personal check or certified check to the order of 135 Willow Owners Corp.

**One (1) original and three (3) copies** of the above-mentioned documents must be completed and/or supplied and returned to the Managing Agent's office in order to begin the sublet approval process.

Marin Management Corp.  
157 East 25<sup>th</sup> Street, New York, NY 10010  
Tel: 212-213-0123 / Fax: 212-213-0899  
Attn: Gary F. Glabman

UNDER NO CIRCUMSTANCES may a prospective sub-tenant be granted permission to occupy an apartment or to move his/her furniture and/or personal property into the unit until the application is approved by the Board of Directors.

Should you have any further questions regarding the above procedure, please contact our office.

Sincerely,

Gary F. Glabman  
Managing Agent

GFG: mh  
Enclosures

# 135 WILLOW OWNERS CORP.

## SUBLET APPLICATION

FOR A COOPERATIVE APARTMENT

Date: \_\_\_\_\_ Apartment No.: \_\_\_\_\_

Term of Sublease Agreement (must be one year): From \_\_\_\_\_ to \_\_\_\_\_.

Monthly sublet rent to be charged: \$ \_\_\_\_\_

### SUB-TENANT APPLICANT INFORMATION

	<i>APPLICANT</i>	<i>CO-APPLICANT</i>
Name:		
Current Address		
**Dates of Residence:	TO	TO
Home or Mobile Telephone Number:		
Work Telephone Number:		
Email Address:		
Social Security Number:		
Citizenship:		
Visa status (if not U.S. citizen):		
Occupation:		
Nature of Business:		
Employer Name:		
Employer Address:		
Employer Telephone:		
**Period of Employment:	TO	TO
Position Held:		

<b>Income Estimate for Current Year:</b>		
<b>Actual Income for Prior Year:</b>		
<b>Educational Background:</b>		

**\*\*If your residence or employer has changed in the last three years, please provide details in the following section below.**

**PREVIOUS RESIDENCE OR EMPLOYER:** Please complete the relevant sections on this page ONLY if your residence or employer has changed in the last three years.

	<i><b>APPLICANT</b></i>	<i><b>CO-APPLICANT</b></i>
<b>Name:</b>		
<b>Previous Home Address</b>		
<b>Previous Occupation:</b>		
<b>Nature of Business:</b>		
<b>Employer Name:</b>		
<b>Employer Address:</b>		
<b>Employer Telephone:</b>		
<b>Period of Employment:</b>	TO	TO
<b>Position Held:</b>		

Name(s) and legal relationship of proposed occupants of the apartment and ages of children, if any:

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Name(s) of any residents in the building known to Applicant:

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Do you intend to keep a pet in the Apartment? If yes, indicate the number and kind, and note that the Co-op's pet policy as set forth in the House Rules must be complied with at all times:

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**LANDLORD INFORMATION:**

Current Landlord: \_\_\_\_\_ Address: \_\_\_\_\_

Occupancy from: \_\_\_\_\_ to \_\_\_\_\_ Tel: \_\_\_\_\_

Previous Landlord: \_\_\_\_\_ Address: \_\_\_\_\_

Occupancy from: \_\_\_\_\_ to \_\_\_\_\_ Tel: \_\_\_\_\_

**PERSONAL REFERENCES**

		<b>APPLICANT</b>	<b>CO-APPLICANT</b>
<b>1</b>	<b>Name:</b>		
	<b>Address</b>		
<b>2</b>	<b>Name:</b>		
	<b>Address</b>		

**BUSINESS AND PROFESSIONAL REFERENCES**

		<b>APPLICANT</b>	<b>CO-APPLICANT</b>
<b>1</b>	<b>Name:</b>		
	<b>Address</b>		
<b>2</b>	<b>Name:</b>		
	<b>Address</b>		

## FINANCIAL STATEMENT

### IMPORTANT:

1. All assets must be documented and verified. Undocumented assets will not be considered in the review of the application.
2. Please attach copies of most recent bank and brokerage account statements. You need only to submit the summary page of each account statement showing the account number, the name and address of the account owner, and account balances. If you desire to obscure the account numbers for privacy purposes, you **MUST** leave the last four digits clearly legible (e.g., xxxxxx1234).
3. Please complete all relevant Notes on the following pages.

<b>A. ASSETS</b>	<b>APPLICANT</b>	<b>CO-APPLICANT</b>
1. Checking Accounts (Note 1-page 5)	\$	\$
2. Savings Accounts (Note 2-page 5)	\$	\$
3. Contract Deposit for Purchase of Apartment	\$	\$
4. Money Market Funds and CDs (Note 3-page 5)	\$	\$
5. Investments in Stocks and Bonds (Note 4-page 5)	\$	\$
6. Sub-Total: Liquid assets (add lines 1-5)	\$	\$
7. Real Estate Owned (Note 5-page 5)	\$	\$
8. Automobiles Owned (Note 6-page 6)	\$	\$
9. Vested Interest in Retirement Funds (Note 7-page 6)	\$	\$
10. Net Worth of Business Owned (Note 8-page 6)	\$	\$
11. Other Assets (Note 8-page 6)	\$	\$
<b>TOTAL ASSETS (add lines 6-11)</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL COMBINED ASSETS</b>	<b>\$</b>	

<b>B. LIABILITIES</b>	<b>APPLICANT</b>	<b>CO-APPLICANT</b>
1. Installment Debt Payments (Note 9-page 6)	\$	\$
2. Other Unsecured Loans (Note 9-page 6)	\$	\$
3. Mortgage Loans (Note 9-page 6)	\$	\$
4. Automobile Loans (Note 9-page 6)	\$	\$
5. Other Secured Loans (Note 9-page 6)	\$	\$
6. Other Liabilities (Note 10-page 6)	\$	\$
<b>TOTAL LIABILITIES (add lines 1-6)</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL COMBINED LIABILITIES</b>	<b>\$</b>	
<b>COMBINED NET WORTH (TOTAL ASSETS MINUS TOTAL LIABILITIES)</b>	<b>\$</b>	

**NOTES TO ASSETS AND LIABILITIES:**

If you desire to obscure the account numbers for privacy purposes, you **MUST** leave the last four digits clearly legible (e.g., xxxxxx1234).

**NOTE 1: Checking Accounts**

<i>Name of account holder</i>	<i>Name of Bank</i>	<i>Account Number</i>	<i>Current Balance</i>
			\$
			\$
			\$
			\$
<b>TOTAL IN CHECKING ACCOUNTS</b>			<b>\$</b>

**NOTE 2: Savings Accounts**

<i>Name of account holder</i>	<i>Name of Bank</i>	<i>Account Number</i>	<i>Current Balance</i>
			\$
			\$
			\$
			\$
<b>TOTAL IN SAVINGS ACCOUNTS</b>			<b>\$</b>

**NOTE 3: Money Market Funds and CDs**

<i>Name of account holder</i>	<i>Name of Institution</i>	<i>Account Number</i>	<i>Current Balance</i>
			\$
			\$
			\$
			\$
<b>TOTAL MONEY MARKET FUNDS and CDs</b>			<b>\$</b>

**NOTE 4: Investment Accounts**

<i>Name of account holder</i>	<i>Name of Institution</i>	<i>Account Number</i>	<i>Current Balance</i>
			\$
			\$
			\$
			\$
<b>TOTAL STOCKS AND BONDS</b>			<b>\$</b>

**NOTE 5: Real Estate Owned**

<i>Address of property</i>	<i>Type of property</i>	<i>Cost of property</i>	<i>Amount of mortgage and other loans outstanding</i>	<i>Current market value</i>
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>TOTAL CURRENT VALUE OF REAL ESTATE OWNED</b>				<b>\$</b>

**NOTE 6: Automobiles Owned**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Current Blue Book Value</b>
			\$
			\$
			\$
<b>TOTAL VALUE OF AUTOMOBILES OWNED</b>			<b>\$</b>

**NOTE 7: Vested Interest in Retirement Funds**

<b>Name of account holder</b>	<b>Type of Fund IRA, 401(k), Keogh, other</b>	<b>Fund Manager or Institution</b>	<b>Account Number</b>	<b>Current Balance</b>
				\$
				\$
				\$
				\$
<b>TOTAL VESTED INTEREST IN RETIREMENT FUNDS</b>				<b>\$</b>

**NOTE 8: Other Assets - Briefly describe any other ASSETS**

**NOTE 9: Please provide the following information for ALL debt (including mortgages, credit cards, students loans, automobile loans, home equity loans, etc.).**

<b>Creditor's Name City and State</b>	<b>Type of Debt (mortgage, credit card, etc.)</b>	<b>Monthly payment</b>	<b>Months left</b>	<b>Unpaid balance</b>
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

**NOTE 10: Other Liabilities - Briefly describe any other LIABILITIES**



**SOURCES OF ANNUAL INCOME**

Please provide the amount of annual income received in prior calendar year from each source:

	<b>APPLICANT</b>	<b>CO-APPLICANT</b>
<b>Salary:</b>	\$	\$
<b>Bonuses:</b>	\$	\$
<b>Dividends:</b>	\$	\$
<b>Interest:</b>	\$	\$
<b>Pension:</b>	\$	\$
<b>Social Security:</b>	\$	\$
<b>Rental Income:</b>	\$	\$
<b>Alimony/Child Support:</b>	\$	\$
<b>Capital Gains/Losses</b>	\$	\$
<b>Other (itemize):</b>		
<b>TOTAL ANNUAL INCOME</b>	\$	\$

**MONTHLY HOUSING EXPENSES:**

Please list your current and projected monthly housing costs and monthly gross income as follows:

<b>Monthly Expenses</b>	<b>CURRENT</b>	<b>PROJECTED (following purchase)</b>
Rent:	\$	\$
Maintenance:	\$	\$
Mortgage:	\$	\$
Real Estate Tax: (if applicable)	\$	\$
Utilities (includes electricity, gas, cable TV, telephone, Internet service provider, etc.)	\$	\$
<b>TOTAL</b>	\$	\$

**MONTHLY GROSS INCOME:** \$ \_\_\_\_\_

**QUESTIONNAIRE:**

Please answer "YES" or "NO" to the following questions:

	<b>APPLICANT</b>	<b>CO-APPLICANT</b>
1. Do you have any outstanding judgments?		
2. In the last seven (7) years, have you filed for or been declared bankrupt?		
3. Have you had property foreclosed upon or given title or deed in lieu thereof?		
4. Are you a party in a lawsuit?		
5. Are you obligated to pay alimony, child support or separate maintenance?		
6. Do you or any member of your family have diplomatic status?		

The foregoing application (pages 1 through 8) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all of the information contained herein is true and correct.

Date: \_\_\_\_\_, 20\_\_ Applicant Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_ Co-Applicant Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

# 135 WILLOW OWNERS CORP.

## SUBLET AGREEMENT

Sublet Agreement (this "Agreement") made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (collectively the "Shareholder"), residing at Apartment no. \_\_\_\_\_ located at 135 Willow Street, Brooklyn, New York 11201 (the "Apartment"), and **135 Willow Owners Corp.** (the "Corporation").

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

**WHEREAS**, the Shareholder desires to sublet the Apartment to \_\_\_\_\_ presently residing at \_\_\_\_\_ (collectively the "Sublessee") in accordance with the Lease, the Corporation's By-Laws and the Sublet Rules which are included in the Corporation's House Rules and all regulations governing subleasing as the same may be amended from time to time (collectively the "Sublet Regulations"), and has requested the Corporation's consent to such sublet (the "Sublet");and

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

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

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

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

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

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### 4. Term of Sublease; Sublet Termination Date.

(a) The term of the Sublease shall be for twelve (12) months. Any renewal or extension of the Sublease shall be regarded as an additional sublet term, shall be subject to the prior written consent of the Board and shall, in no event, be for more than an additional twelve (12) months.

(b) No Sublet that has been commenced without first obtaining the prior written approval of the Corporation will be approved after the fact.

(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 the Sublet Regulations. 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.**

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

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

### 6. The Sublet Fee.

(a) In consideration of the Corporation's consent to the within sublet, **the Shareholder agrees to pay to the Corporation a Sublet Fee in the amount set forth in Section P of the Corporation's House Rules as the same may be amended from time to time.**

**The Sublet fee shall be paid to the Corporation simultaneously with the Shareholder's monthly carrying/maintenance charges (rent) as additional rent under the Lease. The Sublease must commence on the first day of a month and end on the last day of a month.**

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(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 maintenance (rent) under the Lease.

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

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

7. Deposit by Shareholder. A Move-In - Move-Out Deposit, as set forth in Section J of the Corporation's House Rules as the same may be amended from time to time, shall be paid to the Corporation by the Shareholder before the Sublessee moves in. If the Application is accepted this fee will be returned to the Shareholder after the Sublessee vacates the Apartment, less any damages caused to the Corporation's property attributable to either the Sublessee or the Shareholder. In the event this fee is not sufficient to pay for these damages, the balance due will be payable and collectible as additional maintenance (rent) under the Lease.

8. Violation of Lease by Sublessee. Any violation by the Sublessee of the provisions of the Lease, or of the By-Laws or of the Sublet Regulations or of any rules and regulations of the Corporation, shall constitute a material breach of a substantial obligation of the Lease by the Shareholder, and shall be grounds for legal action, including eviction proceedings, against the Shareholder and the Sublessee by the Corporation.

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

10. Shareholder's Indemnity.

(a) The Shareholder hereby indemnifies the Corporation and its officers, directors, agents and employees, from and against (i) any and all claims and demands (whether just or unjust), suits, actions or proceedings made or brought by the Sublessee or by any lender having a security or other interest in the Stock or the Apartment or any other person or entity as a consequence of or in connection with the Sublet or the Sublease or the failure of the Sublessee to vacate the Apartment by the Sublet Termination Date; (ii) damage and injury caused by the

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Sublessee; (iii) all liens or violations filed or issued against the Corporation or any property owned now or hereafter by the Corporation caused by any act or omission on the part of the Sublessee; and (iv) all damages, expenses, costs, fees (including reasonable attorneys' fees and disbursements), liabilities and losses incurred by reason of or in connection with any such claim, demand, suit, action or proceeding, or any such damage or injury, or any such lien or violation.

(b) The Shareholder hereby agrees to pay, as additional maintenance (rent), 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 of the Sublet Regulations or any matter relating to the sublet or the Sublease or the use or occupancy of the Apartment by the Sublessee or the failure by the Sublessee to vacate the Apartment by the Sublet Termination Date.

(c) The Shareholder shall pay any amount due hereunder within five (5) days after written demand therefor by the Corporation.

### 11. Late Charges and Interest.

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

(b) In the event the Corporation shall expend any monies by reason of the Shareholder's failure to observe any provision herein, such amounts shall be payable as additional carrying/maintenance charges (rent) on demand together with interest thereon at the rate of twelve (12%) percent per annum from the date or dates of payment by the Corporation to the date or dates of payment by the Shareholder, but in no event higher than the legally permissible rate.

### 12. Parking Space.

If the Shareholder has a license from the Corporation to use a parking space in the building garage, then the disposition of the parking space shall be governed by the provisions of the Sublet Rules pertaining to parking spaces contained in the Corporation's House Rules.

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

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

15. Assignment. This Agreement may not be assigned by the Shareholder without the prior written consent of the Corporation. In the event that the Shareholder shall sell the shares of the Corporation's stock allocated to the Agreement, it shall be a condition of the Corporation's consent to such sale that the Sublease be terminated and the Sublessee vacate the Apartment prior to the closing date of such sale.

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

135 Willow Owners Corp.  
c/o Marin Management Corp.  
157 East 25<sup>th</sup> Street  
New York, New York 10010  
Attn: Property Manager

(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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

19. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs and successors. The obligations and liabilities of the Shareholder, if more than one, are joint and several.

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

**135 Willow Owners Corp.**

**Shareholder(s)**

(Signature) By: \_\_\_\_\_

Name: \_\_\_\_\_

(Print) Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Print) Title: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**SUBLEASE AGREEMENT**

Date of this  
Sublease: \_\_\_\_\_ 20 \_\_\_\_\_

The parties agree as follows:

Parties to this      Shareholder: \_\_\_\_\_  
Sublease:            Address for notices: \_\_\_\_\_

   Telephone Number (Home): (    ) \_\_\_\_\_ (Work): (    ) \_\_\_\_\_

   Cell Phone No.: (    ) \_\_\_\_\_

   Email Address: \_\_\_\_\_

You, the Subtenant: \_\_\_\_\_

Address for notices: \_\_\_\_\_

   Telephone Number (Home): (    ) \_\_\_\_\_ (Work): (    ) \_\_\_\_\_

   Cell Phone No.: (    ) \_\_\_\_\_

   Email Address: \_\_\_\_\_

If there is more than one Subtenant, the word "Subtenant" used in this Sublease includes all of them and they are jointly and severally liable and obligated under this Sublease.

Information from      135 Willow Owners Corp. (the "Corporation")  
Overlease:            Address for notices: 135 Willow Owners Corp.  
   c/o Marin Management Corp.  
   157 East 25<sup>th</sup> Street  
   New York, New York 10010  
   Attn: Gary Glabman, Manager

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

You, the Subtenant, acknowledge that you have received a copy of the Overlease and the House Rules from the Shareholder, and that you have read, are familiar with and agree to abide by the terms of the Overlease and House Rules. The Overlease, is also referred to herein as the Proprietary Lease which terms, as used herein, include the House Rules and the policies of the Corporation.

Term of Sublease: 1. One (1) year: Beginning: \_\_\_\_\_  
Ending: \_\_\_\_\_

Apartment Subleased: 2. Apartment No. \_\_\_\_\_, 135 Willow Street, Brooklyn, New York 11201

Use of Apartment: 3. The Apartment may be used only for residential purposes by the Subtenant and such other occupants as may be expressly permitted by the Overlease, consisting of the following persons; no additional occupants are permitted without the prior written consent of Subtenant and Corporation:

<u>Name</u>	<u>Relation to Subtenant</u>
_____	_____
_____	_____
_____	_____

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 \$5.00 for each day that the monthly rent payment is late or unpaid. If Subtenant delivers a check which is dishonored, Subtenant will pay an additional administrative charge of \$30.00 per occurrence. If more than two checks are dishonored, 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 pay \$ \_\_\_\_\_ 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 damage to the Apartment or its contents or to the building.

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 by or to any party or person, shall be sent by certified mail, "return receipt requested", or by overnight courier or delivery service, to the party or person at the address

herein set forth for such party or person. The Corporation may change its address by written notice given to the Shareholder and the Subtenant.

- 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 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 of dangerous or defective conditions. Shareholder shall have the right to cancel the Sublease within thirty (30) days of extensive damage by fire or accident or condemnation by a legal authority with notice to Subtenant.
- Neither Shareholder nor the Corporation nor any of their insurance companies is responsible for any of Subtenant's personal property that might be destroyed or damaged by fire, theft, or accidents, unless due to Shareholder's negligence with respect to the Shareholder or the Corporation's negligence with respect to the Corporation.
- If the fire or accident is caused by act or neglect of Subtenant or guest of Subtenant, then Subtenant is responsible for the losses of Shareholder, the Corporation, or other residents in the building. Subtenant must 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 at any time to make repairs. If any locks are changed by Subtenant on the entry door to the Apartment, Subtenant agrees to pay for all costs associated with repairing any damage caused by forcible entry in the event of emergency. Notice by the Corporation to the Subtenant shall be given in accordance with the terms of the Proprietary Lease regarding notice to Shareholders.
- Assignment and the right to Sublease: 12. Subtenant must not assign this Sublease or further sublet all or part of the Apartment or permit any other person to use the Apartment. If Subtenant does, Shareholder has the right to cancel the Sublease as stated in the Default section.

- Personal information:
13. Subtenant agrees to immediately notify the Corporation of any change in employment from the information supplied in the most recently submitted Application form which notice shall include:
- a. employer's name
  - b. name and telephone number of supervisor
  - c. Subtenant's work address
  - d. Subtenant's work telephone, fax number and email address
- Compliance with laws, rules, and regulations:
14. Subtenant must comply with all laws, orders, rules, requests, and directions of all governmental authorities, Shareholder's or the Corporation's insurers, Board of Fire Underwriters, or similar groups.
- Subtenant agrees to comply with the applicable provisions of the Overlease including House Rules as amended from time to time by the Board of Directors or the shareholders of the Corporation. If Subtenant fails to comply with the applicable provisions of the Overlease including the House Rules, Shareholder has the right to cancel the Sublease as stated in paragraph 16 hereof.
- Subtenant agrees to dispose of garbage in the manner required by the New York City Department of Sanitation including current requirements regarding recycling, and in compliance with all other applicable codes and laws and the Corporation's rules. Subtenant agrees to reimburse Shareholder for any costs, including fines, that Shareholder incurs due to Subtenant's failure to comply.
- Bankruptcy:
15. If (a) Subtenant assigns property for the benefit of creditors, (b) Subtenant files a voluntary petition or an involuntary petition is filed against Subtenant under any bankruptcy or insolvency law, or (c) a trustee or receiver of Subtenant or Subtenant's property is appointed, Shareholder may give Subtenant thirty (30) days notice of cancellation of this Sublease. If any of the above are not fully dismissed within the thirty (30) day period, the Term shall end as of the date of the notice. Subtenant must continue to pay rent, damages, losses, and expenses of Shareholder without offset.
- Subtenant's defaults and Shareholder's remedies:
16. The following shall be defaults under the terms of this Sublease:
- (a) Subtenant's failure to pay rent to Shareholder;
  - (b) Subtenant's failure to reimburse Shareholder for expenses paid by Shareholder which are Subtenant's responsibility;
  - (c) Occurrence of any of the events described in paragraph 15 hereof;
  - (d) Subtenant's assignment of this Sublease or further subletting of the Apartment;
  - (e) Subtenant's failure to abide by the Corporation's House Rules or other improper conduct by Subtenant;
  - (f) Subtenant's failure to supply true and accurate information on the Application form;
  - (g) Subtenant's failure to perform in accordance with any other provision

- in the Sublease; and
- (h) Subtenant's failure to perform in accordance with any provision of the Overlease.

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

- Waiver of trial by jury:** 17. **Shareholder, and Subtenant waive trial by jury in any matter which arises from this Sublease unless such waiver is not permissible by law.**
- End of Term:** 18. Subtenant agrees to move out of the Apartment at the end of the Term and to leave the Apartment clean, free of trash, and in good condition, subject to ordinary wear and tear; remove all of Subtenant's property and all of Subtenant's installations and decorations (except as otherwise agreed in writing between Shareholder and Subtenant); repair any damages to the Apartment or building caused by moving; repair or replace any equipment, fixtures, or appliances which have been damaged or destroyed by Subtenant's act or neglect; deliver the keys to Shareholder; and restore the Apartment to its condition at the beginning of this Sublease. Subtenant agrees that Shareholder may deduct the cost of Subtenant's failure to perform the above from the Security held by Shareholder. In the event Subtenant fails to move out of the Apartment at the end of the term, Subtenant shall pay to Shareholder the sum of \$100.00 for each and every day that Subtenant remains in the Apartment beyond the end of the term it being agreed that said payments shall not in any manner excuse the Subtenant's failure to timely move out or the right of the Shareholder and of the Corporation to institute legal action, including eviction proceedings. At the Corporation's option, exercised by written notice from the Corporation to the Shareholder, the Shareholder shall be required to pay \$50.00 of the said \$100.00 payments to the Corporation.
- Subordination:** 19. This Sublease and Subtenant's rights are subject and subordinate to the Overlease; mortgages on the Overlease, the Building or land, and all future mortgages on the Overlease, building, or land, or agreements securing money paid or to be paid a lender. Subtenant must promptly



**SUBLET RENEWAL**

Dated: \_\_\_\_\_

A. Defined Terms

1. Shareholder (as sublessor) means:

\_\_\_\_\_  
\_\_\_\_\_

2. Subtenant means:

\_\_\_\_\_  
\_\_\_\_\_

3. Corporation means:

135 Willow Owners Corp.

4. Apartment means:

Apartment \_\_\_\_\_ at 135 Willow Street, Brooklyn, New York

5. Sublease Agreement means:

The Sublease Agreement currently in effect between Shareholder and Subtenant for the Apartment, a true and complete copy of which is annexed hereto.

6. Sublet Documents collectively means:

The annexed Sublease Agreement, the Sublet Agreement between Shareholder and the Corporation and the Corporation's Sublet Rules.

B. Sublease Renewal

Shareholder and Subtenant hereby renew the Sublease Agreement upon the same terms and conditions except for the following modifications to the Sublease Agreement, and subject to the terms and provisions of the Sublet Documents (all capitalized terms shall have the same meaning as in the Sublease Agreement except as otherwise stated):

1. The term of the renewed Sublease Agreement shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.

2. The yearly rent during the said renewal term is \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per month).

3. Subtenant shall pay to Shareholder as added Security the sum \$ \_\_\_\_\_ to be held by Shareholder, with the Security previously paid, as Security under the Sublease Agreement.

4. If and to the extent applicable, the Sublease Agreement is further modified as set forth on Exhibit A annexed hereto and made a part hereof.

**Exhibit A**

Additional modifications to Sublease Agreement:

The next page is the signature page.



**Subtenant:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**Shareholder:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print name**

**APPROVED BY:**

**135 Willow Owners Corp.**

By: \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**