

SALES APPLICATION
MIDTOWN MANOR APTS., LTD
211 East 35 Street
New York, NY 10016

Contact Information:

Ms. Susan Rubin
Transfer Agent
Kaled Management Corp.
7001 Brush Hollow Road Ste: 200
Westbury, NY 11590
(516) 876-4800
Fax (516) 780-8331
Susan@Kaled.com
Bldg. # 474

ALL APPLICATIONS MUST BE RECEIVED NO LATER THAN THE (4th) FOURTH MONDAY OF THE MONTH

- * Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Westbury, NY 11590.** Please allow three (3) weeks for the processing of the application and the Board

- * All prospective Purchasers, Co-applicant and occupants residing in the apartment are subject to application review and or Board interview. Kaled Management Corp. will contact the prospective purchaser for interview upon receipt of an acceptable credit check and application review.

- * Please submit **Seven (7) COLLATED COPIES AND ONE (1) ORIGINAL (Totaling Eight (8) complete packages).**

- * **Please remove your social security number from all documents except credit check Authorization.**

- * **Homeowners insurance required as of the date of the closing**

Incomplete application packages will be returned to the purchaser and or Broker.

APPLICATION PACKAGE CHECKLIST:

All copies must be collated into individual sets in the order listed below. Please staple each category.

*** Please note 75% financing is permitted**

Contract of Sale, Application and Financial information

- * Copy of the fully executed Contract of Sale (Blumberg Contract Form Preferred) _____
- * Purchase Application including financial schedules _____
- * If purchase is to be financed, bank should provide:
 - (a). Copy of commitment letter and a copy of the Bank Loan Application (fully executed) _____
 - (b) Three executed original recognition agreements (Aztech Form only) _____
- * Financial Statement – Asset and Liability Statement and Yearly Income and Expense Statement (use enclosed form) **please attach supporting documentation (statements)**
- * Copies of the last two years 1040 tax returns complete with W-2 forms
- * Statement from the applicant(s) explaining in details the source of funds for the purchase of apartment.
- * Letter from employer on company letterhead stating position, annual salary and length of employment plus (2) weeks of most recent pay stubs.

Reference Letters:

- * Reference letter from current Landlord or Managing Agent
- * Two (2) professional reference letters for each applicant
- * Two (2) personal reference letters of for each applicant

Forms to be either completed and or signed: (included with this package)

- * Credit Release Authorization/Criminal Authorization
- * Emergency contact form
- * Lead Paint Disclosure Form – to be signed by seller, purchaser, and broker if not included With contract of sale
- * Window Guard Rider
- * Move-In and Move-Out Procedures and Fees
- * House rules signed and dated
- * Carbon Monoxide/Smoke Detector Affidavit

Required Application Fees – (All fees to be paid by Certified Check or Money Order)

- * Enclose a check in the amount of **\$600.00 payable to Kaled Management Corp.**, for administration fee. **(purchaser)**
- * Credit check fee of **\$150.00 per person payable to Kaled Management Corp. (purchaser)**

- * Recognition agreement fee in the amount of **\$200.00 payable to Kaled Management Corp., (Purchaser)**
- * Administration fee of **\$500.00 payable to Midtown Manor Apts., LTD (purchaser)**
- * Move in deposit of **\$500.00 payable to Midtown Manor Apts., LTD** which is refundable, if there are no damages during the move in and the house rules were not violated. **(purchaser)**

Fees to be paid at closing

- * Flip tax 2% of the gross selling price payable to **Midtown Manor LTD. (seller)**
- * Transfer Tax Stamp fee of **\$.05 per share** payable to **Kaled Management Corp. (seller).**
- * Closing fee **\$600.00 payable to Kaled Management Corp. (seller).**
- * Move out deposit of **\$500.00 payable to Midtown Manor Apts., LTD** which is refundable, if there are no damages during the move out and the house rules were not violated. **(seller)**

Additional information might be required

INSTRUCTIONS

This form should be completed as follows:

Part I by the prospective Seller (present tenant). If shares are presently owned by more than one person, *Part I* should be signed by each Seller.

Part II by the prospective Purchaser (applicant). A copy of the contract of sale is to be provided by the Purchaser.

If the applicant presently resides at 211 E. 35th Street and is a tenant-stockholder, the applicant may omit the answers to question 18-21 inclusive.

PART I

DATE _____

TO: Board of Directors c/o Kaled Management Corp.

I (We) hereby request the Board of Directors of Midtown Manor Apts. LTD. to approve an assignment of the proprietary lease for Apartment No. _____ at 211 East 35th Street and the sale of _____ shares to the applicant named below in Part II. I (We) warrant that the purchase price stated in the contract of sale provided herewith is the total price being paid in connection with the sale of shares and/or the apartment, its fixtures, its improvements, and its contents.

Seller's Signature

Seller's Signature

Home Telephone Number _____

Note: The seller must sign this and submit with the application. Otherwise the application will not be processed.

PART II

1. Applicant's Name: _____

2. Social Security (last 4 digits): _____

3. Home Address: _____

4. Home Telephone #: _____

5. Name and Address of Employer:

6. Business Telephone: _____

7. Employment: _____

8. Co-Applicant Name: _____

9. Social Security # (last 4 digits) _____

10. Co-Applicant Home Address: _____

11. Co-Applicant Home Telephone Number: _____

12. Name & Address of Co-Applicant Employer: _____

13. Co-Applicant Business # _____

14. Co-Applicant Employment: _____

15. Estimated Annual Income from employment(s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

16. Will you live in the apartment as your primary residence? _____

17. When will you move in: _____?

18. Do you intend to use the apartment to any extent for professional or business purposes?

If so, state full details: _____

19. Applicant's family consists of:

20. Please list name, relationship and age of each person who will reside with you in the apartment:

Name Relationship Age

21. Number and type of pets that will live in apartment. For dogs indicate species, weight and height.

22. References:
List two references

1. Name _____

Address _____

2. Name _____

Address _____

23. Present Landlord:

Name _____

Address _____

Dates of Occupancy: From: _____ to _____

Rent: _____

24. Previous Landlord (if at present residence less than five years):

Name _____

Address _____

Dates of Occupancy: From: _____ to _____

Rent: _____

****Please have landlord reference letter included in package****

25. If you know any persons presently residing at Midtown Manor Apts. Ltd?

Please list their names: _____

26. Schools and colleges attended by applicant, co-applicant and members of family.

***List class and degree in each case:**

27. Address of all additional residences owned or leased:

28. Applicant's Attorney's Name: _____

29. Real Estate Agent's Name: _____

Address: _____

Telephone Number: _____

30. Do you intend to do any renovations or make any improvements in the apartment? If so

please state general nature and approximate cost. _____

31. If you intend to finance part of the purchase price with a loan, please state lender,

amount of loan and monthly payment. _____

32. Are you party to any litigation? If so, please state the circumstances.

33. Have you ever been involved in a non-payment proceeding. If so, state the circumstances.

34. Are there any tax liens outstanding against you? If so, please state the circumstances.

35. Are there any other liens outstanding against you? If so, please state the circumstances.

**36. List total estimated monthly payments for apartment for first year (including maintenance, co-op loan, utilities) and total sources of estimated monthly income.
Estimated Monthly Payments:**

Estimated Monthly Income:

37. Please list amount of life insurance.

Applicant: _____ **Co-Applicant:** _____

38. Please list weekly benefit of disability insurance.

Applicant: _____ **Co-Applicant:** _____

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, read and agree to adhere to the House Rules of Midtown Manor Apts., LTD.

Signature of Applicant: _____ **Date:** _____

Signature of Co-Applicant: _____ **Date:** _____

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING
DATE OF APPLICATION**

LIABILITIES

- | | |
|---|----------|
| 17. INSTALLMENT DEBT PAYABLE
(list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS
(list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES
(list below) | \$ _____ |
| 20. AUTOMOBILE/BOAT LOANS
(list below) | \$ _____ |
| 21. OTHER SECURED LOANS
(list below) | \$ _____ |
| 22. OTHER LIABILITIES (explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

NOTES

ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH FOLLOWING CLOSING ON
APARTMENT

ASSETS

- | | |
|--|----------|
| 1. CASH | \$ _____ |
| 2. CHECKING ACCOUNTS | \$ _____ |
| 3. SAVINGS ACCOUNTS, MONEY FUNDS | \$ _____ |
| 4. TOTAL CASH, BANKS AND MONEY FUNDS | \$ _____ |
| 5. MARKETABLE SECURITIES (furnish cover sheet showing
balance of most recent statement for any major account) | \$ _____ |
| 6. LIFE INSURANCE NET CASH VALUE (list below) | \$ _____ |
| 7. SUBTOTAL LIQUID ASSETS | \$ _____ |
| 8. NON-MARKETABLE SECURITIES (list below) | \$ _____ |
| 9. REAL ESTATE OWNED (list below) | \$ _____ |
| 10. VESTED INTEREST IN RETIREMENT FUND | \$ _____ |
| 11. NET WORTH OF BUSINESS OWNED | \$ _____ |
| 12. AUTOMOBILES/PLEASURE BOATS (list below) | \$ _____ |
| 13. MARKET VALUE OF FURNITURE &
PERSONAL PROPERTY | \$ _____ |
| 14. NOTES RECEIVABLE | \$ _____ |
| 15. OTHER ASSETS (explain below) | \$ _____ |
| 16. TOTAL ASSETS (explain below) | \$ _____ |

**Please number explanatory material to correspond to numbers on this statement under
the notes section**

ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH FOLLOWING CLOSING ON
APARTMENT

LIABILITIES

- 17. INSTALLMENT DEBT PAYABLE (list below) \$ _____
- 18. OTHER UNSECURED LOANS (list below) \$ _____
- 19. REAL ESTATE LOANS & MORTGAGES (list below) \$ _____
- 20. AUTOMOBILE/BOAT LOANS (list below) \$ _____
- 21. OTHER SECURED LOANS (list below) \$ _____
- 22. OTHER LIABILITIES (explain below) \$ _____
- 23. TOTAL LIABILITIES \$ _____
- 24. NET WORTH (assets minus liabilities) \$ _____

****NOTES****

**Addendum to Application-
Projected Monthly Cash Flow Statement**
(Accurate for day after projected closing of sale)

Monthly Inflow		Monthly Outflow	
Net Month Salary (supply latest two consecutive pay stubs)		Monthly maintenance on new apartment	
Self-employed income (If more than 10% above 1/12 IRS Statement,)		Monthly Mortgage payment	
Dividends and interest (reference asset from last quarterly statement)		Monthly assessment	
Rental income, if any. (reference real estate #9, page 11. and submit signed lease copy)		Monthly utilities: Gas, Elec. And Phone	
Other monthly income (specify below, and provide documentation if not already provided)		If owner of other property (page 8)	
		Monthly maintenance	
		Monthly mortgage payment (submit cancelled checks)	
		Garage	
		Estimated monthly living expenses	
		Other liabilities(reference #'s page 10 if annual divide by 12)	
Total Monthly Inflow	\$.	Total Monthly Outflow	\$

IF TOTAL MONTHLY OUTFLOW is greater than TOTAL MONTHLY INFLOW please explain below how the deficit will be met.

Applicants Signature

Date:

Note: if there is Co-applicant for apartment purchase or sublet then two addendums must be completed, making appropriate adjustments in maintenance and mortgage.

APPLICATION TO KEEP PET

In order to comply with Midtown Manor Apts., Ltd., permission is hereby requested to keep the below described pet in my premises.

DOG _____ CAT _____ OTHER _____

BREED _____ WEIGHT _____ COLOR _____

NAME OF PET _____ MALE _____ FEMALE _____

RABIES VACCINATION: YES _____ NO _____ DATE _____

NAME OF RESIDENT: _____ APT # _____

EMERGENCY CONTACT FORM

HOME NUMBER _____

between the hours of

_____ and _____

WORK NUMBER _____

between the hours of

_____ and _____

ALTERNATE ADDRESS

EMERGENCY CONTACT

Name: _____

Relationship _____

Address: _____

Phone: _____

between the hours of _____ and _____

Applicants' Release

Re: Building Address: _____

Apartment # _____

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/sublet the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.

The applicant(s) releases both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicants shall be liable for all cost and expenses (including attorney's fees) incurred by the cooperative, transfer agent and/or managing agent.

Applicant _____

Applicant _____

Date: _____

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

In order to comply with the provision of Section 6.06 (A) of the Federal Fair Credit Reporting Act, I hereby authorize any individual, company or institution to release to Kaled Management Corp. and/or its representative any and all information that they have concerning any Criminal/Litigation activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name: _____

Date of Birth: _____

Signature: _____

Social Security #: _____

Print Name: _____

Date of Birth: _____

Signature: _____

Social Security #: _____

Address: _____

City: _____

State: _____ Zip Code: _____

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

In connection with my transfer/ purchase/sublet of property. I authorize the procurement of a credit report on myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and responsibility doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested, Further information may be available upon written request within a reasonable period of time.

Signature

Dated

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

In connection with my transfer/ purchase/sublet of property. I authorize the procurement of a credit report on myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and responsibility doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested, Further information may be available upon written request within a reasonable period of time.

Signature

Dated

**INFORMATION AND COLLECTION
AUTHORIZATION**

Our policy is to screen all prospective tenants through the use of a credit profile search. The fee for this service is \$150.00 per applicant to be paid by you and with which we pay the credit check company for its service.

The fee for this service is non-refundable under any circumstances, even if you are denied the rental or sale of the apartment on the basis of the report, or if you change your mind and do not rent/buy.

I have read the above agreement, and I agree to its terms. I have received a copy of this document and I am supplying you with the necessary information to conduct this collection of information and credit profile searches, and I, authorize the same.

Applicants Signature

Applicants Signature

Dated: _____

Agent for Kaled Management Corp.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The 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-based 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-based 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 leadbased paint and/or lead-based paint hazards in the housing (list documents below).
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (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; or
 - (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 Acknowledgment (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

AFFIDAVIT OF COMPLIANCE WITH
CARBON MONOXIDE/SMOKE DETECTOR REQUIREMENT
FOR DWELLINGS

State of New York)
) SS
County of)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor of the real property or of the cooperative corporation owning real property located at:

_____ Street Address _____ Unit/Apt.
_____ Borough _____ New York, _____ Block _____ Lot (the "Premises")

That the premises is a one or two family dwelling, or a cooperative apartment or condominium unit and installed in the Premises is an approved and operational carbon monoxide detector of such manufacture, design and installation standards as established by the State of New York Fire Prevention and Building Code Council.

The grantor is in compliance with Subdivision 5(a) of Section 378 of the New York State Executive Law. (The signature of at least one grantor is required and must be notarized).

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me
This ____ date of ____ 20__.

Sworn to before me
This ____ date of ____ 20__.

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

This Affidavit of Compliance with Carbon Monoxide/Smoke Detector Requirement is for informational purposes.

WINDOW GUARDS REQUIRED

NOTICE TO OWNER

You are required by law to have window guards installed if child 10 years of age or younger live in your apartment.

Your landlord is required by law to install window guards in your apartment:

- If you **ask** him to put in window guards at any time (you need not give reason)
- If a child 10 years of age or younger lives in your apartment

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

- CHILDREN 10 YEARS OF AGE
OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT
- I WANT WINDOW GUARDS EVEN
THOUGH I HAVE NO CHILDREN
10 YEARS OF AGE OR YOUNGER

SHAREHOLDER (PRINT)

SHAREHOLDER(SIGNATURE)

SHAREHOLDER(SIGNATURE)

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department Of Health
125 Worth Street, Room 222A
New York, N.Y. 10013
(212) 566-8082

HOUSE RULES

(1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.

(2) The fire escapes, if any, shall not be obstructed in any way, and used only in the event of a fire or other such emergency.

(3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.

(5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.

(7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

(8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

(9) No bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

(10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(11) Trunks and heavy baggage shall be taken in or out of the building through the service elevator.

(12) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.

(13) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

(14) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

(15) No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.

(16) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

(17) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

(18) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(19) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.

(20) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.

(21) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(22) Complaints regarding the service of the building shall be made in writing to the managing agent or the Lessor.

(23) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(24) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(25) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

(26) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

RESOLUTION OF THE BOARD OF DIRECTORS OF
MIDTOWN MANOR APARTMENTS, LTD.

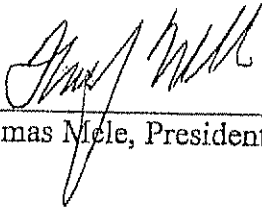
At the meeting of the Board of Directors of Midtown Manor Apartments, Ltd., on August 14, 2013, the following resolution was proposed and approved by unanimous decision of the Board:

WHEREAS Section 4.4(v) of the Shareholder's Agreement and Proprietary Lease authorizes the Board of Directors to "impose requirements for Tenant-Shareholders to carry homeowners' insurance."

NOW THEREFORE LET IT BE RESOLVED, that all Shareholders be required to maintain personal liability coverage in an amount of no less than \$300,000.00 and personal property coverage in an amount of no less than \$30,000.00; and is shall be

RESOLVED FURTHER, that the Board reserves the right to assess a penalty for failure to provide proof of qualifying insurance in a timely manner.

NOW, THEREFORE, this resolution has been submitted and approved by the majority of the Board of Directors and will become effective on March 1, 2014.



Thomas Mele, President