

iThe Pembroke at Fort Lee

2077 Tenants Corporation

2077 Center Avenue, Fort Lee, NJ 07024

Moving and Delivery Procedure

All moves must be scheduled with management.

Moves can only take place on weekdays, excluding holidays, between the hours of 9:00 AM and 4:00 PM.

There is a **\$250** moving fee and a **\$200** refundable damage deposit. Separate checks should be made payable to 2077 Tenants Corp. and must be received prior to moving.

A copy of the moving company's certificate of insurance, naming the 2077 Tenants Corporation as additional insured, must also be submitted to the building manager prior to the move.

There is no fee for large deliveries; however, you must schedule use of the service elevator with the managing agent. The same hours apply for deliveries. (A large delivery refers to items such as stoves, refrigerators, furniture, etc.).

Office 201.947.5800

Front Desk 201.947.4770

Fax 201.947.1857

2077 Tenants Corporation

Sublet Application

(Note: for joint applications, each applicant must fill out items 1-12 on a separate page)

1. Full name of applicant: _____

2. Social Security # _____

3. Home Telephone _____

4. Current Address: _____

This is a: _____ Rental _____ House _____ Co-op _____ Condo _____

5. Number of years residing at current address: _____

6. Name and address of current landlord: _____

Occupational Information _____

7. Present employer's name and address: _____

8. Position you hold: _____

9. Date employment began at this job: _____

10. Current annual salary: _____

11. Work Telephone: _____

12. List residents of the Pembroke with whom you are acquainted: _____

Other Information: _____

13. List the names and ages of all persons, including applicant(s), who will be living
In the apartment. Indicate the relationship to the applicant (son, daughter, etc.)

14. Parking is not included in maintenance.

How many spaces do you need to rent? _____

15. Sublet Information:

Which apartment are you subletting? _____

What is the monthly fee? _____

16. Miscellaneous:

- ~~The Pembroke has a no-pet policy. By signing this application, the applicant maintain that they do not presently have a pet nor will they obtain a pet once they are living in the Pembroke.~~
- Washing machines and/or dryers are not permitted in the apartments, By signing this application the applicants maintain they will not obtain a washing machine or dryer once they are living in the Pembroke.
- Please see the attached list of documents (page3) which must be submitted with this rental application.

17. Date: _____ Signature of Applicant: _____

18. Date: _____ Signature of Co-Applicant: _____

Consent to obtain credit check

I hereby give my consent to: Arthur Edwards, Inc. to obtain a credit report using information provided by me within this application.

19. Date: _____ Signature of Applicant: _____

20. Date: _____ Signature of Co-Applicant: _____

2077 TENANTS CORPORATION SUBLET POLICY

The Sublet Policy herein set forth is and shall be applicable to all shareholders of the Apartment Corporation, except as set forth herein.

1. As of the date of this Resolution and continuing through so long as the shareholder complies with the requirements set forth in Paragraph 9 hereof, a shareholder seeking the Apartment Corporation's consent to sublet his/her apartment shall be entitled to such consent provided that at the time of application not more than 12 percent (12 %) of apartments within the Building (i.e. 23 units) are non-owner occupied or have been approved for non-owner occupancy.
2. So long as the applicable permitted number of non-owner occupied apartments has not been reached, a shareholder shall be entitled to sublet his/her apartment provided:
 - a. The shareholder has been the record shareholder (i.e. named on the Stock Certificate) of the shares appurtenant to the apartment in question for at least the two (2) year period immediately preceding the date of application. Such ownership shall have been uninterrupted and must have run for at least seven hundred and thirty (730) consecutive days.
 - b. The shareholder is in good standing. Good standing shall mean that the shareholder is current in his/her payment of any and all financial obligations of the Apartment Corporation and has no uncured violation of the Proprietary Lease and/or the Apartment Corporation's House Rules outstanding.
 - c. The shareholder has made prior application to the Apartment Corporation to sublet the apartment in question on such form(s) as the Apartment Corporation may require and submitted with such application, information and materials as may be required by the Apartment Corporation, including, but not necessarily limited to, a copy of the proposed sublease, with requisite terms enumerated elsewhere in this Sublet Policy, to be supplied by the Apartment Corporation's managing agent.
 - d. The application shall be accompanied by a non-refundable and non-transferable processing and administrative fee of \$375.00.
 - e. The Shareholder shall be obligated to pay a sublet privilege fee of \$100.00 per month during the term of any sublease which shall be for a minimum of 1 (one) year and a maximum of 2 (two) years. Thereafter, an additional period of one year sublease with the same subtenant will be allowed, provided each sublease term does not cause the non-resident occupancy to exceed the 12 percent sublet limitation established in paragraph 4.
 - f. It shall be the shareholder's obligation to undertake all necessary efforts to assure that the sub tenancy may be legally terminated by not later than two (2) years from its commencement or if applicable, by not later than one year on any extension, since there is no certainty that the shareholder will be able to obtain the Apartment Corporation's consent to an additional sub tenancy at that time given the maximum non-owner occupancy percentages hereby established. A shareholder's failure to fulfill this obligation shall be deemed a breach of the terms upon which the consent to sublet was given which shall in turn be deemed a breach by the shareholder of his/her Proprietary Lease with the Apartment Corporation. Any such breach shall entitle the Apartment Corporation to pursue its remedies against the shareholders as are provided for in the Proprietary Lease.
 - g. Prior to executing the proposed sublease and being permitted by the Apartment

Corporation to take occupancy of the apartment in question, the proposed subtenant must meet with the Admissions Committee along with the applicant shareholder personally or by duly notarized proxy. As part of this meeting, the proposed subtenant and applicant shareholder or his/her proxy will be informed of the 2077 Tenants Corporation rules, regulations and procedures and be provided with relevant documentation and/or agreements that require signature.

- h. All sublet agreements must be in writing and signed by all parties.
- i. The proposed sublease obligates the subtenant to abide by the applicable terms of the Proprietary Lease and the House Rules of the Apartment Corporation and makes failure to do so a breach of the lease.
- j. The shareholder must secure and maintain during the term of the sub tenancy adequate landlord's liability, casualty and property insurance for the Apartment in question. An insurance certificate or other comparable proof of the existence of such insurance coverage must be filed with the Apartment Corporation's management office before the Apartment Corporation will issue a written acknowledgment that the sub tenancy is permitted. The insurance certificate or alternative proof must reflect the name of the insurer, the named insured, the types of coverage, the limits of coverages and the terms of the coverage. Should the stated terms expire prior to the end of the term of the sub tenancy, the shareholder shall, before the expiration of the policy term, secure and file with the Apartment Corporation's management office a replacement certificate or alternate proof reflecting a continuation of adequate coverage.
- k. The proposed sublease in addition to the shareholder's obligation to his/her required insurance under the terms of the Proprietary Lease must obligate the subtenant to secure and maintain, during the term of the sublease, adequate renter's liability, casualty and property insurance relative to the subtenant's sub tenancy of the Apartment in question. An insurance certificate or other comparable proof of the existence of such insurance coverage must be filed with the Apartment Corporation's management office within ten (10) days after sub tenancy is permitted by the Apartment Corporation or within (5) days after moving in, whichever occurs first. The insurance certificate or alternative proof must reflect the name of the insurer, the named insured, the types of coverage, the limits of coverages and the terms of the coverage. Should the stated terms expire prior to the end of the term of the sub tenancy, the sublease must obligate the subtenant, before the expiration of the policy term, to secure and file with the Apartment Corporation's management office a replacement certificate or alternate proof reflecting a continuation of adequate coverage.
- l. The shareholder acknowledges and agrees that he/she shall cause the subtenant to abide by the applicable terms of the Proprietary Lease and the House Rules of the Apartment Corporation and that he/she will promptly institute and diligently pursue at his/her sole cost and expense legal proceedings against the subtenant upon notice by the Apartment Corporation that the subtenant has failed to abide by the terms of the Proprietary Lease and/or the House Rules. The shareholder shall further acknowledge and agree that his/her subtenant's failure to abide by the Proprietary Lease and/or the shareholder's failure to take action against his/her subtenant after notice to the shareholder that his/her subtenant has failed to abide by the Proprietary Lease and/or the House Rules of the Apartment Corporation shall be deemed a breach by the shareholder of the Proprietary Lease.

m. The shareholder must provide an affidavit of smoke detector compliance and carbon monoxide alarm compliance. Copies of the foregoing must be filed with the Apartment Corporation's management office before the Apartment Corporation will issue a written acknowledgment that the sub tenancy is permitted.

n. Occupancy by the subtenant must commence within sixty (60) days of the date on a written acknowledgement from the Apartment Corporation confirming that all the foregoing have been satisfied.

3. If a shareholder desiring to sublet his/her apartment is advised that he/she may not do so because the then applicable maximum number of non-owner occupants has been reached, he/she shall be entitled to have his/her name placed on a waiting list to be maintained by the Apartment Corporation. Such list shall be maintained on the basis of the order in time that written requests to sublet are received by the Apartment Corporation, with those received first being given the highest priority. Requests to sublet included on this list must specify a specific apartment. Shareholders who are on the waiting list may agree amongst themselves to exchange their respective positions on the waiting list should they so desire. Any such agreement shall be in a written form acceptable to the Apartment Corporation and signed by all affected shareholders. The Apartment Corporation shall provide a written notice of eligibility to shareholders at the top of the waiting list when an opportunity arises for them to seek the Apartment Corporation's consent to sublet their apartment in accordance with the policy herein established. If the shareholder does not submit a complete application for consent to sublet as herein provided within sixty (90) days of the mailing of the notice of eligibility, the shareholder in question shall be placed at the end of the waiting list and the shareholder next at the top of the waiting list shall be given a notice of eligibility.

4. A shareholder who has been allowed to sublet an apartment pursuant to the policy herein established shall not be entitled to make application to sublet the apartment in question or have the apartment placed on the waiting list until not more than sixty (60) days prior to the expiration of the initial two-year term. The foregoing is expressly intended to include a shareholder seeking to renew an existing subtenancy first established after the adoption of this Resolution that will have utilized the permissible two (2) years prior to renewal. Renewal applications of this nature will, for priority purposes be treated as a new request.

5. Should the subtenant of a shareholder whose entitlement to sublet has been established in accordance with this Resolution, fails to complete his/her term (not to exceed two years as a subtenant) or additional one-year term, if applicable, such shareholder shall be entitled, subject to compliance with all other provisions hereof, to sublet the apartment in question for the balance of the two (2) year period or (1) one year period remaining, provided that such period is not less than one (1) year. Under no circumstance shall this provision entitle a shareholder to apply for a new sublease resulting in an aggregate sublease privilege exceeding three years.

6. Except for any sub tenancy and/or non-owner occupancy that has been adjudicated by judgment of a court of competent jurisdiction as having been in violation of the Apartment Corporation's Proprietary Lease and/or other governing documents and subject to the shareholder's compliance with the condition set forth below, any sub tenancy in existence as of the effective date of this Resolution shall be permitted to continue until, or not later than its original two-year limit, at which time any new sublet of the apartment in question or renewal of such a pre-existing sublet shall be governed by the terms herein set forth. The foregoing is intended solely to permit shareholders to complete the terms of existing subleases. It is not intended to permit the renewal or extension of sublet terms where the shareholder is not legally obligated to make such renewal or extension. In addition, it is not intended to permit a shareholder with an existing subtenant to create a new sub tenancy with a new subtenant other than by complying with the terms set forth herein where the existing sub tenancy expires or is otherwise terminated prior to the effective date of this resolution.

In order for a qualifying pre-existing sub tenancy to be permitted to continue for the limited time herein provided, within thirty five (35) days of the date that the Apartment Corporation sends the shareholder a copy of this Resolution, the shareholder must have filed with the Apartment Corporation's

management office a certified true copy of the current fully executed sublease between the shareholder and the subtenant, including all riders, addenda, extension agreements, etc., none of which shall be dated or entered into subsequent to the effective date of this Resolution. If a shareholder can demonstrate by competent and credible evidence within the aforesaid period that, prior to the effective date of this Resolution, the shareholder had entered into a bona fide sub tenancy pursuant to and in accordance with the Apartment Corporation's prior sublet policy and the term of such sub tenancy expires at a date later than the adoption of this Resolution, the Apartment Corporation shall allow such qualified pre-existing sub tenancy to continue to the later date.

7. Any sub tenancy or non-owner occupancy permitted pursuant to the policy established by this Resolution is permitted upon the express condition that the shareholders and the subtenants/non-owner occupants in question shall comply with and abide by all applicable laws, statutes, regulations, ordinances, etc. relative to their relationship as landlord and tenant, and the occupancy and use of the Apartment.

8. The invalidity of any part of the Resolution shall not impair or affect in any manner the enforceability or affect the remaining provisions of same.

9. The foregoing sub tenancy restrictions shall not apply to the holder of unsold shares at this time without prejudice to the 2077 Tenants Corporation Board of Directors to claim otherwise.

April 27, 2009
By Order of the Board of Directors

2077 TENANTS CORP. ("THE PEMBROKE")

Cooperative Sub-Lease Rider

This is a Rider to the Lease of Unit # _____ in 2077 Tenant Corporation ("The Pembroke") by and between _____, the shareowner landlord (hereinafter "l") and _____, the tenant (hereinafter "you") dated this _____ day of _____ 20____.

This Rider is intended to supplement the Lease entered into between the parties hereto and to provide certain rights, duties and remedies required by The Pembroke in order for the Lease to be recognized and valid. If there is a conflict or a contradiction in terms between this Rider and the Lease, this Rider shall control. Otherwise, the Lease shall remain in full force and effect.

1. ASSIGNMENT OF RIGHTS AND PRIVILEGES

I assign to you the rights and privileges associated with my ownership of the Unit during the term of the Lease, provided that you comply with the Proprietary Lease, By-Laws and Rules and Regulations of The Pembroke (collectively the "Governing Documents"). This means that you may use the common elements and facilities of the Co-Op, subject to the rights of The Pembroke to suspend all rights and privileges for the violation of the Governing Documents. I retain the right to cast all votes in all matters coming before The Pembroke. You acknowledge receipt of a copy of the Governing Documents, which you have examined to the extent you desire, and you agree to be bound thereby. You also agree that a default in any requirement in the Governing Documents is a default of this Lease.

2. RESPONSIBILITY FOR DAMAGE

You agree that you will be responsible for any damage to any of the common elements or to any other unit in The Pembroke that is caused by your negligence or the negligence of any guest or occupant in the Unit at your invitation. You agree to notify me promptly of any damage to the Unit from any other unit or common element, or any other unit owner or guest.

3. STAND-BY ASSIGNMENT OF RENTS

I hereby assign to The Pembroke all of the rents payable by you under the Lease. This assignment shall become operative upon my default in the payment of maintenance to The Pembroke, parking fees, storage fees, fines or any special assessments (hereinafter "maintenance fees") made by The Pembroke, and shall remain in full force and effect so long as I remain in default or I am delinquent in the payment of same. This assignment of rent authorizes The Pembroke, by its employees or agents, at its option, after my default in payment maintenance fees and the continuance thereof after ten (10) days written notice, to enter the Unit, notify you and collect in my name as assigned, any rents accrued and unpaid, as well as the rents thereafter accruing and becoming payable until The Pembroke notifies you and I am no longer delinquent. It is my intention that The Pembroke may enforce this provision.

4. POWER OF ATTORNEY

I hereby name and constitute The Pembroke as my attorney-in-fact, irrevocably, for the purpose of taking any legal actions against you, including eviction pursuant to NJSA 2A:18-61.1 et seq. This power

of attorney may be exercised by The Pembroke if you violate any of the provisions of the Governing Documents provided that I have been given notice of the intention of The Pembroke to exercise these rights, and I have not commenced such action as is necessary to cure the violation of the Governing Documents with ten (10) days. This power of attorney shall enable The Pembroke to exercise against you as tenant each and every right which The Pembroke may have to enforce the Governing Documents. In the event the Board takes any such action, it may recover back against you any cost and expenses of the same, including reasonable attorney's fees.

5. SIGNATURES

This lease Rider may be signed by less than all of the shareowners of the Unit if a Power of Attorney form has been signed by the owner who is not signing this Rider, and shall nevertheless bind all owners thereof. I represent to The Pembroke that I am signing this Rider on behalf of all shareowners of the Unit and have attached hereto a Power of Attorney signed by any and all other owners of the Unit who are not signing this Rider.

IN WITNESS WHEREOF, the parties execute this Agreement on the date first set forth above.

WITNESS

SHAREOWNER/LANDLORD

SUBLESSEE/ TENANT

APPROVED AND ACCEPTED:

2077 TENANTS CORP.

By: _____ Title: _____