



**THE BREVOORT EAST
20 EAST 9th STREET
NEW YORK, NY 10003**

RESALE PACKAGE

**20 EAST 9TH STREET CORP.
20 EAST 9TH STREET
New York, NY 10003**

PROCEDURES FOR THE RESALE OF APARTMENTS

The Board of Directors of 20 East 9th Street Corp. has established policies and procedures for the consideration and approval of the resale of an apartment in this Cooperative.

Please submit one 1) Original and six (6) Collated Sets of the completed application with the following fees to: (Only the original package should contain Social Security numbers)

**Orsid Realty Corp.
1740 Broadway 2nd Floor
New York, NY10019
c/o Donika Dodaj
(212) 484-3757
(212) 586-4524 (fax)**

Should you fail to follow these instructions exactly, the package will be returned to you for correction and will delay processing of your package for Board approval. Only completed packages will be sent to the Board of Directors for review.

All payments must be made by certified check, bank check or money order

Lane Engineering fee of \$250.00 payable to Lane Engineering at the time of submission of the application package to the Board. To arrange inspection, contact Doug Lane, 1349 Highway 36, Suite 10, Hazlet, NJ 07730; telephone number (732) 264-4307; email address: dclane@lecpc.com. (It is the seller's responsibility to arrange for inspection prior to the submission of sales package.)

Fees for Seller(s) at closing

- **Transfer Fee** \$600.00. Please make check payable to Orsid Realty Corp.
- **A non-refundable move-out fee** of \$200.00 payable to 20 East 9th Street Corp.
- **A Refundable move out fee** of \$1000.00 payable to 20 East 9th Street Corp.

THE BUYER MUST SUBMIT : A Non-Refundable Sales Application fee of \$600.00 payable to Orsid Realty Corp., at the time of submission.

A non-refundable credit report fee in the amount of \$50.00, per applicant payable to Orsid Realty Corp, must be submitted at the time of submission.

Fees for Buyer(s) at closing

- **A Financing Fee** of \$350.00 payable to Orsid Realty Corp. (Only if financing)
- **A non-refundable move-in fee** of \$200.00 payable to 20 East 9th Street Corp.
- **A Refundable move-in fee** of \$1000.00 payable to 20 East 9th Street Corp.
- **A non-refundable fee** of \$250.00 if the buyer is requested to sign an escrow agreement for monies to be deposited in escrow (check with managing agent for a copy of the escrow agreement)

Please Note:

- **MAXIMUM FINANCING ALLOWED 60%**
- **APPLICATIONS MAY TAKE UP TO THREE (3) WEEKS FOR PROCESSING**

Please Note: Move in/out security deposits are refundable only after the move is complete, the House Rules have been adhered to, and no damage has been done to any part of the building.

These fees do not include any closing fees imposed either by the office or the attorney for the Cooperative Corporation or any closing agent. The Managing Agent's processing fees may include, but are not be limited to, financing fees, postage reimbursements, fees in connection with the drafting of documentation such as maintenance escrow or security deposits, purchases by a Trust or any non-individual entity, purchases with Guarantors etc. In addition, the attorney for the Cooperative may also charge fees, other than closing fees, in connection with review or drafting of documentation in connection with such items.

If you have received approval of your purchase, your attorney will receive a full set of closing instructions, setting forth closing procedures, requirements and fees. Please check with your attorney prior to closing for a list of such charges.

If you have any questions regarding move in policies or renovation procedures, please contact the Property Manager assigned to your building. Please note that Renovation Packages cannot be forwarded until a closing has occurred. In addition, moves into a building cannot occur on the day of closing, without prior arrangement with the Superintendent for the building, and until the appropriate insurance certificate has been forwarded to our Property Management Department.

Upon receipt of the completed application, all documentation requested and all applicable fees, a credit check on the applicant(s) will be conducted. Once the completed credit check has been received in our office, the package will be forwarded to the Board of Directors for review and an interview will be scheduled. Our office will contact the applicant(s) to arrange the interview.

Should questions arise regarding these procedures, please contact:
Donika Dodaj, 1740 Broadway, New York, NY 10019: (212) 484-3757,
donikad@orsidr.com

As a condition for the cooperative granting its consent to the purchase of an apartment, the **purchaser shall be required to replace any HVAC system components** or equipment servicing the Apartment with a **system, components or equipment**, satisfactory to the cooperative and its architect/engineer, in compliance with all alteration and other requirements of the cooperative, within 120 days following the closing of such transfer. All costs and fees associated with such replacement shall be in connection with his/her review of the comment upon, all plans, drawings, time, the cooperative shall be permitted to do so, and all account of the apartment as additional rent.

PLEASE NOTE THE FOLLOWING:

The Board of Directors of 20 East 9th Street Corp. or a duly appointed committee which interviews the prospective purchaser(s) reserves the right to request additional information or documents as deemed necessary or appropriate at any time during the review and interview process.

If the apartment is going to be held in trust, Board of Directors approval is required and all additional fees will be paid by the purchaser.

IMPORTANT NOTES

Due to the large volume of calls and applications received by this office, we kindly ask that you refrain from calling for an update, during the three (3) week processing period. When an update is ready, we will contact your point person, which we recommend should be your Real Estate Broker or, in the absence of a Broker, your Attorney. Please advise all parties involved and provide them with the brokers and/or attorney's contact information.

In an effort of fairness, we must process applications on a first come first serve basis.

If you are concerned about the receipt of the package, please use a method of return receipt via USPS, FedEx, messenger service or hand delivery, etc.

If there is a problem with the application submitted you will be notified accordingly.

Please be advised that submission of an incomplete package may extend the three-week processing period.

After the application is processed and submitted to the Board you will be advised, via telephone, or e-mail, on the next step of the process.

Please provide e-mail addresses and phone numbers below and advise us who is the point person (main contact). Please be advised that all parties will not be called/e-mailed, only the main contact.

Contact #1 _____

Contact #2 _____

Brokers: Replace your purchase and lease applications every three (3) months to make sure you have a current one. Submission of old packages will cause delays in the processing. Please call our office and updated packages will be e-mailed to you.

MOST REQUESTED ITEMS FOR PURCHASE, REFINANCE & EQUITY LINE OF CREDIT

Please note personal checks will not be accepted. All payments must be in the form of a Bank certified check, money order or company checks, payable to: Orsid Realty Corp. Credit cards are not accepted. Please note all contact information and fees for the following items:

ITEM	CONTACT PERSON	CONTACT INFORMATION
Bank Questionnaire	Elizabeth Baum	ebaum@orsidr.com (212) 254-0275 (212) 254-8398 fax
Building Insurance	Elizabeth Baum	ebaum@orsidr.com (212) 254-0275 (212) 254-8398 fax
Financials	Elizabeth Baum	ebaum@orsidr.com (212) 254-0275 (212) 254-8398 fax
By-Laws	Elizabeth Baum	ebaum@orsidr.com (212) 254-0275 (212) 254-8398 fax
Offering Plan (Black Book)	Elizabeth Baum	ebaum@orsidr.com (212) 254-0275 (212) 254-8398 fax



IMPORTANT PRIVACY STATEMENT



IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

In order to protect your privacy please remove/blackout your social security number from each financial institution document inserted into the application.

- Financial condition (net worth)
- Tax returns
- Personal loans
- Bank statements
 - IRA
 - CD's
 - Savings

The Credit Agency Authorization Form in the application is the only form that requires (for each applicant) your Social Security number. ONLY send one (1) Credit Agency Authorization Form to our office with your original application – do not make or send additional copies of the Credit Agency Authorization Form. Your Social Security number will be shredded as soon as we submit the information to the Credit Agency and obtain your credit report.

If you have any questions please contact the Management Office.

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SECTION 1

PERSONAL STATEMENT

**PLEASE PROVIDE: A Brief Overview of Person(s)
occupying the apartment and your reasons for choosing
The Brevoort East for your home**

SECTION 2

COOPERATIVE PURCHASE APPLICATION

COOPERATIVE PURCHASE APPLICATION

Purchaser: _____

Purchaser: _____

Purchaser's Attorney: _____ Telephone: _____

Attorney's Firm and Address: _____

Purchaser's Real Estate Broker Name: _____

Company: _____

Address: _____

Telephone: _____

Building: _____ Apartment No. _____

Number of Shares: _____ Monthly Maintenance: _____

Purchase Price: _____

Name on Stock Certificate and other documents: _____

Financing up to 60% is allowed

Financing: _____ No _____ Yes Amount _____

Bank: _____

Seller's Attorney: _____

Attorney's Firm and Address: _____ Telephone: _____

Anticipated Closing Date: _____

Anticipated Date of Possession: _____

INFORMATION REGARDING PURCHASER(S)

Purchaser: _____
Home Address: _____
_____ Telephone: _____
_____ Rent: _____

Present Length of Occupancy: _____

Employer's Name & Address: _____

Telephone: _____ Supervisor: _____
Salary Per Annum: _____ Commission & Bonus _____

Spouse/Co-Applicant _____
Employer's Name & Address: _____

Telephone: _____ Supervisor: _____
Salary Per Annum: _____ Commission & Bonus _____

Name of all persons and relationships who will reside in apartment and, if children,
please state age: _____

Name of all residents in the building known by applicant:

Does applicant wish to maintain any pets? If so, please specify _____

Does applicant plan alterations to apartment? If so, please specify: _____

LANDLORD REFERENCES:

Present Landlord or Agent: _____
Address: _____ Telephone: _____
Length of Occupancy (if less than 3 yrs) _____
Previous Landlord or Agent: _____
Address: _____

BUSINESS / PROFESSIONAL REFERENCES: (Two (2) for each applicant if applicable)

1. Name & Address _____

Telephone: _____

2. Name & Address _____

Telephone _____

1. Name & Address _____

Telephone _____

2. Name & Address _____

Telephone _____

SPECIAL REMARKS:

Please give any additional information which may be pertinent or helpful:

The undersigned hereby affirms that the information contained in this application is true and accurate to the best of your knowledge and belief.

Signature of Purchase Applicant: _____

Signature of Spouse/Co-Applicant: _____

SECTION 3

AUTHORIZATION FOR CREDIT REPORT RELEASE

THIS SHOULD ONLY BE FILLED OUT FOR THE ORIGINAL COPY. DO NOT PROVIDE THIS DOCUMENT FOR ANY OF YOUR SIX (6) COPIES.

CREDIT REPORT RELEASE

I hereby authorize ORSID REALTY CORP. on behalf of 20 East 9th Street Corp., to request and receive any and all information from any credit bureaus, previous employers (with respect to matters other than occupation) and references, with respect to any criminal convictions from any law enforcement agencies.

I will hold harmless and/or release ORSID REALTY CORP., and 20 East 9th Street Corp. from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, reference checks, and criminal activity checks.

Please print the following:

1. Full name and/or aliases: _____
2. Full Address: _____

3. Social Security #: _____
4. Employer's Name (Company Name): _____
5. Are you (18) eighteen years of age or older Yes : _____ No: _____
If not, state your age: _____

Agreed to by: _____
Signature

Name

Date: _____

SECTION 4

FINANCIAL CONDITION (NET WORTH)

**(SEE ALSO SECTION 5 WHICH WILL CONTAIN
SUBSTANTIATING DOCUMENTATION FOR THIS
SECTION)**

Name (s) _____

Address _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____ 20____.

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks -see schedule			To Others		
Investment in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivable			Automobile		
Real Estate Owned - see schedule			Other		
Year Make			Other Accounts Payable		
Automobiles:			Mortgages Payable on Real Estate - see schedule		
Personal Property & Furniture			Unpaid Real Estate Taxes		
Life Insurance			Unpaid Income Taxes		
Cash Surrender Value			Chattel Mortgages		
Retirement Funds/IRA			Loans on Life Insurance Policies		
401K			(Include Premium Advances)		
KEOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts - itemize		
Other Assets			TOTAL LIABILITIES		
TOTAL ASSETS			NET WORTH		
COMBINED ASSETS					
SOURCE OF INCOME			COMBINED		
	Applicant	Co-Applicant			
Base Salary			CONTINGENT LIABILITIES		
Overtime Wages			As Endorser or Co-maker on Notes	\$	
Bonus & Commissions			Alimony Payments (Annual)	\$	
Dividends and Interest Income			Child Support	\$	
Real Estate Income (Net)			Are you defendant in any legal action?		
Other Income - itemize			Are there any unsatisfied judgments?		
TOTAL			Have you ever taken bankruptcy? Explain:		
GENERAL INFORMATION			PROJECTED EXPENSES / MONTHLY		
	Applicant	Co-Applicant			
Personal Bank Accounts at			Maintenance		
Savings & Loans Accounts at			Apartment Financing		
			Other Mortgages		
			Bank Loans		
Purpose of Loan			Auto Loan		
			TOTAL		

SCHEDULE OF BONDS AND STOCKS

Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

SCHEDULE OF REAL ESTATE

Description and Location	Cost	Actual Value	Mortgage Amount	Maturity Date

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

Date _____ 20____

Signature _____

Date _____ 20____

Signature _____

All applicants must answer these questions. If any of the questions are answered "Yes" please note which applicant the "Yes" refers to and give an explanation at the bottom of this page:

- 1. Have you any outstanding judgments? _____
- 2. In the past 7 years, have you filed for bankruptcy? _____
- 3. Are you a co-maker or guarantor on a note? _____
- 4. Are you a party to a law suit? _____
- 5. Are you obligated to pay alimony, child support or separate maintenance? _____
- 6. Have you ever lived in this building before? _____
- 7. Is any part of the down payment borrowed? _____

Details of above items:

SECTION 5

INSERT

SUBSTANTIATING DOCUMENTATION SUCH AS BANK STATEMENTS-PLEASE INSERT TWO CONSECUTIVE MONTHS OF BANKING STATEMENTS, BANK REFERENCE LETTERS, IRAS, CDS, AND ANY OTHER DOCUMENTS RELATING TO ASSETS LISTED IN SECTION 4

SECTION 6

**INSERT LIST OF PERSONAL LOANS AND
ANY SUPPORTING DOCUMENTATION
INDICATED IN THE FINANCIAL STATEMENT FROM
SECTION 4**

SECTION 7

**INSERT FULLY EXECUTED
CONTRACT OF SALE HERE**

SECTION 8

**IF FINANCING, INSERT LOAN APPLICATION,
COMMITMENT LETTER & THREE (3) ORIGINAL
AZTECHS IN THIS SECTION**

(ONLY NEEDED IN THE ORIGINAL)

SECTION 9

INSERT

**COPY OF LAST TWO (2) YEARS' TAX RETURNS
SIGNED BY BOTH THE INDIVIDUAL(S) AND THE
ACCOUNTANT, INCLUDING ALL SCHEDULES AND
THE W-2 OR 1099'S FOR EACH APPLICANT.**

**PLEASE NOTE "TAX EXTENSIONS" CANNOT BE
ACCEPTED BY THE BOARD FOR REVIEW.**

**IF APPLICANTS FILE SEPARATE TAX RETURNS,
BOTH RETURNS MUST BE SUBMITTED**

SECTION 10

INSERT

**LETTER FROM CURRENT LANDLORD ON
LETTERHEAD OF MANAGEMENT COMPANY STATING
LENGTH OF TENANCY, AMOUNT OF
RENT/MAINTENANCE PAID ETC.**

**IF APPLICANT(S) IS SELLING ANOTHER RESIDENCE,
A COPY OF THE FULLY-EXECUTED CONTRACT OF
SALE FOR SUCH RESIDENCE SHOULD BE INCLUDED
HERE AS WELL.**

SECTION 11

**INSERT
LETTER FROM EMPLOYER
STATING EMPLOYMENT PERIOD & CURRENT
SALARY & COPY OF THREE (3) MOST RECENT PAY
STUBS**

**IF EITHER APPLICANT IS SELF-EMPLOYED A
LETTER FROM APPLICANTS ACCOUNTANT AS
DESCRIBED HEREIN WILL BE REQUIRED**

**IF APPLICANT IS RETIRED, PLEASE SUBMIT
PENSION AND/OR SOCIAL SECURITY INFORMATION**

**IF THERE IS A DISCREPANCY BETWEEN THE
SALARY STATED IN THE LETTER OF EMPLOYMENT
AND THE PREVIOUS YEAR'S TAX RETURN, PLEASE
PROVIDE A WRITTEN EXPLANATION REGARDING
SAME AND FINANCIAL BACK-UP INFORMATION IF
APPLICABLE**

SECTION 12

**INSERT
TWO (2) BUSINESS AND TWO (2) PERSONAL
LETTERS OF REFERENCE FOR EACH
APPLICANT**

**COUPLES BUYING AN APARTMENT TOGETHER MAY
SUBMIT**

“COMBINED” PERSONAL REFERENCE LETTERS

**NO GUARANTOR REFERENCES ARE REQUIRED –
ONLY FINANCIAL PROFILE(S)**

SECTION 13
ACKNOWLEDGEMENTS
&
AUTHORIZATIONS

**(PLEASE SIGN ALL DOCUMENTS WHERE INDICATED AND
RETURN WITH ORIGINAL PACKAGE)**

**ONLY THESE SIGNED DOCUMENTS FROM SECTION 13
SHOULD BE ATTACHED TO THE ORIGINAL COPY
YOU DO NOT NEED TO MAKE MULTIPLE COPIES OF ANY
OF THESE DOCUMENTS. APPLICANT KEEPS HOUSE
RULES AND FIRE SAFETY DOCUMENTS FOR YOUR
RECORDS**

WHAT IS INCLUDED:

HOME INSURANCE POLICY LETTER
BED BUG LETTER
MOVE IN/ MOVE OUT PROCEDURES
LEAD PAINT
W-9
FIRE SAFETY PLAN
WINDOW GUARD LETTER
HOUSE RULES/SIGNATURE PAGE

APARTMENT INSURANCE POLICY

Apartment Insurance: Proprietary Lessee shall maintain personal liability insurance for no less than \$300,000.00. Proprietary Lessee shall provide proof of insurance coverage to be documented at closing.

All Renters may contact Edmund Dunst at Hub International Insurance at (212) 338-2387 or Joe Augello at (212) 338-2205 and obtain insurance in the amount of \$300,000.00, or use their own insurance company so long as proper documentation is submitted at time of closing.

Print

Signature

Date

- **It is the buyers responsibility to have the insurance binder at the closing or there will be a delay at the closing.**



State of New York
 Division of Housing and Community Renewal
 Office of Rent Administration
 Web Site: www.nyedhr.gov

**NOTICE TO TENANT
 DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): _____

Subject Premises: _____

Apt. #: _____

Date of vacancy lease: _____

BEDBUG INFESTATION HISTORY
 (Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other: _____

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/Managing Agent: _____ Dated: _____

DOB-N (9/10)

* This form is to be filled out by the Shareholder and upon submission of the package the managing agent will sign and verify.

THE BREVOORT EAST

HOUSE RULES

20 East 9th Street Corporation

Edition Date:

November 2008

20 East Ninth Street Corporation

**20 East 9th Street
New York, NY 10003**

Dear Residents,

We are pleased to share with you the current version of The Brevoort East House Rules. These House Rules were adopted to keep our building as comfortable as possible and allow each shareholder to enjoy the comforts of cooperative living without infringing on the rights of fellow neighbors.

There are a number of changes from the past editions. These changes reflect current policies of which you have already been informed. We ask that you keep this booklet handy for reference and abide by the rules therein.

Sincerely,

Board of Directors

20 East Ninth Street Corporation

House Rules

1. Hallways, Stairways and Roof

The public halls, stairways and roof of the building shall not be obstructed or used for any purpose other than entrance to and exit from the apartments in the building and the fire towers should not be obstructed in any way. Personal property, including, but not limited to: Bicycles, rubber boots, other footwear, umbrellas, umbrella stands, doormats, clothes racks, walkers, or other objects should not be placed outside the apartment entrance or service doors or in any other public areas, including hallways, staircase landing of the fire towers. Nothing shall be hung or shaken from the doors, windows, terraces or balconies. Deliveries by trade people must be delivered inside apartments. In the event a tenant is not at home, parcels (including groceries) must be left at the front desk in the lobby. Smoking is prohibited in the lobby, elevators, hallways, stairways, roof areas, and other public areas of the building. No Tenant-Shareholder shall be permitted on the common roof of the building without the permission of the Apartment Corporation, the managing agent or the Superintendent.

2. Patients/Clients

No patient, client or other professional of any doctor who has offices in the building shall be permitted to wait in the lobby.

3. Children's play

Children shall not play in the lobby areas, public halls, courts, stairways, gardens, fire towers or elevators and shall not be permitted on the roof.

4. Hall Decoration

No public hall shall be decorated or furnished by a Tenant Shareholder in any manner.

5. Construction

Any proposed construction or alteration involving the walls, floors, ceilings, windows, terraces, wiring or plumbing in your apartment must receive approval of the Board of Directors before work may commence. A security deposit (determined by the scope and type of work) shall be required prior to the work commencing; it will be refunded immediately following the conclusion of such construction if no damage has been done to the common areas of the building as a result of such work and receipt of a "Certificate

of Completion"¹. The Tenant shareholders shall complete an "Alteration Agreement" which is available from the Managing Agent. An independent review by an architect may be required at a nominal charge to the Tenant Shareholder. The contractor(s) shall carry liability insurance as specified by the Managing Agent. The Alteration Agreement will detail the conditions under which the work shall be carried out. The contractor shall be made aware of House Rules 5, 9 12, 26, 27 and 28.

All contractors are responsible for the removal, from the building, of any debris that results from construction, repair work or installation.

Any work that deviates from the agreed upon Alteration Agreement or any contractor that does not adhere to the house rules referenced above, may be subject to a project shutdown by the Superintendent, Managing Agent, or Board of Directors.

Construction, repair work, painting, staining and installation is only permitted Monday through Friday (not including legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m. All contracted workers are expected to exit the building by 5:30 p.m.

Building staff and contractors (who are authorized by building staff) may perform emergency related work outside the time frames referenced above.

Phone repairs and cable repairs may take place from Monday through Saturday at the time appointed.

6. Noise

No Tenant Shareholder shall make or permit any disturbing noises in the building, including but not limited to sounds emitted from television sets, stereo equipment or similar electronic equipment, or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Tenant Shareholders. Tenants shall take care to avoid slamming the doors to their apartments. No Tenant Shareholder shall play upon or permit to be played upon any musical instrument or operate a musical sound system or television in such Tenant Shareholder's apartment **between the hours of ten o'clock p.m. and the following eight o'clock a.m.** if the same shall disturb or annoy other occupants of the building.

7. Moving

Any Tenant Shareholder or subtenant wishing to move in or out of the building must make advance arrangements with the Superintendent for access to the service elevator (at least 36 hours prior to such move). Move-ins may begin after 8:30 a.m. on Monday through Friday (except on holidays), but not later than 4:00 p.m. and must be completed no later than 8:00 p.m. of the same day. Move-outs may begin after 8:30 a.m. and must be completed by 6:00 p.m. on Monday through Friday (except holidays). Since the building has only one service elevator, only one move may be scheduled at a time. These

¹ Only required if as a condition of the Corporation consenting to the alteration, a Building Permit was required by and filed with the New York City Department of Buildings.

procedures also apply to the delivery or pick-up of furniture. A security deposit shall be required prior to commencing any moving in or out. This deposit will be refunded immediately following the conclusion of such move if no damage has been done to the common areas of the building, as the result of such move.

8. Window treatment

No awnings, except for use over terraces, window air conditioning units, ventilators or other similar equipment shall be used in or about the building except such as shall have been expressly approved by the Apartment Corporation or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

9. Window display

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 Apartment Corporation or the Managing Agent.

10. Bicycles, etc.

Baby carriages, small children on tricycles, scooters or similar vehicles (accompanied by an adult) shall be allowed in the lobby and passenger elevators. No other bicycles shall be allowed through the front entrance, in the lobby or in the passenger elevators. Bicycles must enter and exit through the garage or service stairs and must use the service elevator. There shall be no roller skating, skateboard riding or scooter riding in any part of the building. The above mentioned vehicles shall not be allowed to stand in the public halls.

11. Parcels

No baggage, parcels or personal property of any description shall be left in the outer or inner lobby, but should be left at the desk.

12. Messengers, trade people

Messengers, workmen, dog walkers, delivery people and trade people shall use the service elevator of the building for all deliveries to and from apartments. The passenger elevators may be used by domestic employees, nurses and caregivers in the regular employment of Tenant-Shareholder. Tenant Shareholders shall use the service elevator for transporting all large bulky, unusual or unsightly articles or items which are potentially dirty or damaging to the passenger elevators. These deliveries shall include household furniture and large items. Deliveries are to be made only during the hours when the service elevator will be in operation. If any delivery will require more than one trip of the service elevator, prior arrangements must be made at least 36 hours in advance with the superintendent.

13. Toilets / Water Apparatus

Toilets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, cat

litter or any other article be thrown into the toilets. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Tenant Shareholder in whose apartment it shall have been caused. No garbage disposal unit shall be permitted without the consent of the Apartment Corporation.

14. Building employees

No Tenant Shareholder shall send any employee of the Apartment Corporation out of the building or give any orders or instructions to any employee. All suggestions as to the manner in which employees are to perform their duties or complaints as to behavior or actions of employees should be directed to the Superintendent or Managing Agent. (Please see Rule #24).

15. Pets

No bird or animal, other than a cat or dog, shall be kept or harbored in the building unless the same in each instance are expressly permitted in writing by the Apartment Corporation. The Board of Directors may at any time deny permission to any occupant of the building to keep, harbor, or continue to keep or harbor, any dog or cat. ***(Please see addendum for further rules related to dogs and cats.)***

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.

16. TV/Radio aerials

No radio or television aerial or satellite dish or other wire shall be attached to, strung from, or hung from the exterior of the building without the prior written approval from the Apartment Corporation or Managing Agent.

17. Street parking

No vehicle belonging to a Tenant Shareholder or to a member of the family or guest, subtenant or employee of a Tenant Shareholder shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle.

18. Laundry facilities

All laundry shall be transported to and from the laundry room via the service elevator only. Tenant-Shareholders shall not install, maintain, or otherwise operate any washing machine, dryer, or combination washer/dryer within any apartment. Notwithstanding the foregoing, those shareholders who have within their apartments a washer and or dryer as of November 1, 2008, will be permitted to continue to keep them (as "Grandfathered Machines"). Under no circumstances will the right to maintain and operate Grandfathered Machines be transferrable when an apartment is sold. In the event a Grandfathered Machine needs to be replaced, tenants, upon giving written notice to the Board, shall be permitted to replace the Grandfathered Machines provided that said appliances are installed by properly licensed and insured plumbing personnel and connected to specifically designated plumbing connections which shall only service the

aforesaid appliances. Should an Apartment lack specifically designated plumbing connections which may be utilized for the installation of the appliances referenced in this Rule, then Tenant may seek to create such connections in accordance with an Alteration Application submitted by Tenant (in the form adopted by the Board for any other alteration of an Apartment, and subject to the rules governing any other alteration of an Apartment). The installation and use of any of the appliances specified in this rule must be in conformity with all applicable governmental laws, codes and ordinances." In the event that any washer and or dryer causes damage to the building or other apartments, the Board of Directors reserves the right to revoke the right of the tenant shareholder to maintain a washer and/or dryer.

19. Laundry/storage space relocation

The Apartment Corporation shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

20. Floor coverings

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-reduction material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyer. The covering of floors with furniture in an apartment shall not be counted as being covered in accordance with this rule unless the furniture is constructed of a solid base and sits flush to the floor with no passage of air or space in between thereof.

21. Tours, exhibitions

No tour of the building or exhibition of any apartment (including broker open houses) or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Apartment Corporation or its Managing Agent.

22. Window cleaning

The Tenant Shareholder shall keep the windows of the apartment clean. In case of refusal or neglect of the Tenant Shareholder after 10 days notice in writing from the Apartment Corporation or the Managing Agent to clean the windows, such cleaning may be done by the Apartment Corporation, which shall have the right, by its officers or authorized agents, to enter the apartment for this purpose and to charge the cost of such cleaning to the Tenant Shareholder.

23. Service elevators

Service elevators shall be operated only by employees of the Apartment Corporation, and there shall be no interference whatever with the same by the Tenant Shareholders or members of their families or their guests or employees.

24. Complaints

Complaints regarding the service of the building may be made in person or in writing to the staff at the front desk, or to the Superintendent or the Managing Agent. A copy of such written complaints should be retained by the Tenant Shareholder. In the event that such complaints are not attended to, the Tenant Shareholder should notify in writing the House Committee or representative of such an occurrence and the nature of the complaint.

25. Garage and driveways

The Tenant Shareholder will abide by all arrangements made by the Apartment Corporation with the garage operator with regard to the garage and driveways thereto.

26. Trash

No bottles, aerosol cans, recyclables or magazines shall be dropped down the trash compactor chute, but shall be deposited in the trash containers in the service elevators area. Newspapers (black and white sections only) shall be stacked neatly on the floor of the service elevator area. In no event shall any debris be left on the floor or incinerator rooms. All garbage is to be securely wrapped or bagged in packaging which easily fit into the trash hopper panel. Garbage is to be completely drip free before it leaves an apartment and carried to the appropriate disposal location.

27. Large trash

Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed in trash compactor chute. Items of this nature shall be left at service elevator areas between 8:30 a.m. and 8:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

28. Inflammable trash

Under no circumstances should oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lit cigarettes or cigar stubs be thrown into trash compactor chute.

29. Vacuum bags, etc.

Vacuum cleaner bags must never be emptied into the trash compactor chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed into the chute.

30. Moist refuse

The service elevator operator or the desk shall be notified of any drippings or moist refuse on trash closet floor and corridors.

31. Outdoor plantings

All plantings on any terrace, balcony or roof shall be maintained in containers. Floor loads may not exceed 100 pounds per square foot. Liability for damage to the building structure or to other apartments as a result of plantings on terraces is the responsibility of the terrace owner. The containers must keep the dirt or planting medium out of direct contact with the balcony or room surface. The containers must be of redwood, aluminum, plastic or masonry which has been waterproofed at the bottom. Suitable weep holes shall be provided in these containers to allow water to drain on to the terrace where it may evaporate or flow down a drain. Where terraces adjoin, care should be taken not to allow drainage to run onto a neighboring terrace. It shall be the responsibility of the Tenant Shareholder to maintain the containers in good condition, and the drainage of the containers in operating condition, so that rainwater will not be left standing in containers. The Tenant Shareholder shall not permit water to go over the terrace wall and shall be held responsible for any damage to other apartments and/or passers by.

32. Inspections

The agents of the Apartment Corporation, and any contractors or workmen authorized by the Apartment Corporation may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures as may be necessary to control or exterminate 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 Apartment Corporation takes measures to control or exterminate carpet beetles, the case thereof shall be payable by the Tenant Shareholder within 10 days. Notice will be given if possible to the Tenant Shareholder.

33. Apartment keys

Each tenant shall surrender to the Apartment Corporation a key or keys to his/her apartment. No tenant shall alter any lock or install a new lock on any door leading into the apartment of such tenant without providing the Apartment Corporation with a key for the Corporation's use. If this rule is not observed and it becomes necessary for any reason to break into an apartment, the tenant shall be liable for all damages to the door and for all damages to any other parts of the building caused by the delay in obtaining access to the apartment. **All keys are safely stored and logged into the building's KeyTrak system.**

34. Maintenance in arrears

All maintenance must be received by the Apartment Corporation no later than the 15th day of any given month that is being billed. Any Tenant Shareholder in arrears for any portion of maintenance and/or other charges due the Apartment Corporation will be charged a late fee of fifty dollars (\$50.00).

35. Canvassing, Solicitation

Canvassing, soliciting, or peddling, or the distribution of any fliers or advertising material to tenant's doors is prohibited. No occupant of the building shall permit any non-occupant to engage in any such activity. Tenants should report promptly any violations of this rule to the desk or Superintendent or Managing Agent.

36. Infractions of House Rules

Employees are instructed to report any infractions of these rules to the Superintendent or Managing Agent. Tenants are requested to report any infractions to the Superintendent or Managing Agent.

37. Amendments

These House Rules may be added to, amended or repealed at any time by resolution of the Board of directors of the Apartment Corporation. Any consent or approval given under these House Rules by the Apartment Corporation shall be revocable at any time.

Addendum

House Rules for Owners with Dogs & Cats

The Brevoort East is a pet friendly building and continues to welcome tenants and their pets. It is important for tenants who own pets to respect the rights of the other tenants. The Board requires all pet owners to follow the rules that are outlined below:

- *No dog or cat is allowed to wander through any public area at any time.*
- *Dogs and cats are not permitted to run the hallways at any time or in any manner.*
- *All dogs must be carried or leashed in all public areas of the building, including the elevators and hallways*
- *In the event a tenant with a dog, upon entering an elevator, finds another tenant using the elevator, he or she should ask if there is an objection to the dog riding in that elevator. If there is an objection, then that tenant and dog should wait for another elevator.*
- *Dogs should be properly curbed away from the building facade. No Dog is allowed to urinate or defecate on the building walls, in the garden areas or in proximity to building common areas.*
- *Owners are responsible to make sure that their pet does not make incessant noise, which would otherwise disturb other tenant shareholders.*
- *If any dog and cat causes damage, discoloration to carpets, floors, or walls, in any public area, the owner shall be responsible for cleaning and/or repair to such area.*
- *No subtenant is permitted to keep a pet.*

MOVE-IN AND MOVE-OUT PROCEDURES

TENANTS, SHAREHOLDERS & PROSPECTIVE TO ALL TENANTS, SHAREHOLDERS:

Effective immediately and until further notice, any person wishing to move in or move out of the building is requested to arrange, well in advance of the proposed date for such move, with the superintendent, Mr. Robert Miller, 212-254-1800.

Since the building has one service elevator, only one move may be scheduled at a time. The superintendent will reserve use of the elevator on a first come, first serve basis and his decision as to the manner and time will be final.

All moving companies must be insured and licensed in the State of New York. All moving companies must fax to 212-254-8398, proof of Insurance, and contact 20 East 9th Street, and Mr. Miller at 212-254-1800, prior to date of occurrence.

MOVE-INS

Must begin after 9:00 am, Monday through Friday (except holidays), and must be completed no later than 6:00 pm of that same day.

MOVE-OUTS

Must begin after 9:00 am, Monday through Friday (except holidays), and must be completed no later than 6:00 pm of that same day.

SECURITY DEPOSIT

A \$1,000.00 security deposit shall be required prior to moving in or out. The deposit will be refunded immediately following the conclusion of the move, if no damage has been done to the common areas of the building.

The Board of Directors and Management request your full cooperation with these procedures and have directed the superintendent and his staff to strictly enforce them.

I/We have received and read a copy of this letter.

Signature: _____ Apt. _____ Date: _____

Signature: _____ Apt. _____ Date: _____

**DISCLOSURE INFORMATION ON
LEAD BASED-PAINT AND/OR LEAD-BASED PAINT HAZARDS**

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 be 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 possesses 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 Lessor's possessions 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.

Lessor'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 apartment (explain).
 - ii) ___ Lessor has no knowledge of lead based paint and/or lead-based paint hazards in the apartment.

- (b) Records and reports available to the Lessor (Check i or ii below):
 - i) ___ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the apartment (list documents below)

 - ii) ___ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the apartment.

Lessee's Acknowledgement (Initial)

- (c) ___ Lessee has received copies of all information listed above.
- (d) ___ Lessee has received the pamphlet *Protect Your Family From Lead In Your Home*.

- (e) Lessee has (check i or ii below)
 - ___ 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.
 - ___ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement

- (e) ___ Agent has informed the Lessor of the Lessee's obligation under 42 U.S.C. 4852d and is aware of agent's independent 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.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

Date:

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.

Peeling Lead Paint	Window Guards
<p>By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (3 years or younger) lives with you.</p> <ul style="list-style-type: none"> You must notify your landlord in writing if a child under 6 comes to live with you during the year. If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of those paint inspections. Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. Always report peeling paint to your landlord. Call 311 if your landlord does not respond. <p>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</p>	<p>By law, your landlord is required to install window guards in windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no child lives with you).</p> <ul style="list-style-type: none"> It is against the law for you to intentionally remove window guards where they are required or to install window guards that do not meet the requirements. Window guards must be installed so there is no space than 4 1/2 inches above or below the guard, on the side of the guard, or between the bars. ONLY windows that open to fire escapes, and one in each first floor apartment when there is a fire escape outside of the building, are legally exempt from requirements. <p>These requirements apply to all buildings with 2 or more apartments, regardless of when they were built.</p>

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply:

- A child under 6 years of age (3 years or younger) lives in my apartment.
- A child under 11 years of age (10 years or younger) lives in my apartment and:
 - Window guards are installed in all windows as required.
 - Window guards need repair.
 - Window guards are NOT installed in all windows as required.
- No child under 11 years of age (10 years or younger) live in my apartment:
 - I want window guards installed anyway.
 - I have window guards, but they need repair.

Last Name		First Name		Middle Initial	
Street Address		Apt. #	City	State	Zip Code
Signature		Date		Telephone Number	

Deadline for return: February 15, 2009

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.

DOHMH-approved: November 6, 2008

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type. See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulation section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name; sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

FIRE SAFETY PLAN

PART I -- BUILDING INFORMATION SECTION

**20 East 9th Street
New York, NY 10003**

BUILDING REPRESENTATIVE:

20 East 9th Street Corporation
c/o Orsid Realty Corporation
1740 Broadway
New York, NY 10019
(212) 247-2603 Lobby 212-254-1800

BUILDING INFORMATION:

Year of Construction: 1964
Type of Construction: Non-Combustible
Number of Floors: 26 floors aboveground (no 13th floor) 2 floors below ground
Sprinkler System: Yes
Sprinkler System Coverage: Entire garage both levels, commercial space in basement, computer room and compressor unit
Fire Alarm: No
Public Address System: No

Means of Egress:

Type of Egress	ID	Location	Leads to
Exit		Front of the building	Main entrance first floor exiting onto East 9 th Street
Exit		Service entrance west side of the building	From the first floor exiting onto East 9 th Street
Enclosed Interior Stairs	A	West side of the building	From the 27 th floor roof to the sub-basement with access to the first floor lobby
Enclosed Interior Stairs	B	South side of the building	From the 15 th floor roof to the lobby
Enclosed Interior Stairs	C	North side of the building	From the 27 th floor roof to the sub-basement with access to the first floor lobby
Exit		North side of the garage	Vehicle ramp from basement garage to East 9 th Street
Exits (2)		Upper garage level	From upper garage level exiting directly into basement service corridor
Exits (3)		Lower garage level	From lower garage level exiting directly into sub-basement

Other Information: There is no access to any adjoining building from the roof level. Emergency lighting is provided in the halls and basement. Photoluminescent stair marking are provided on the B and C stairs. The standpipe outlets are in the B and C stairs.

Prepared: July 31, 2007



Date: _____

I have received with my application OR at closing a copy of the House Rules and agree to abide by same;

Print Name of Purchaser

Signature of Purchaser

Print Name of Purchaser

Signature of Purchaser

Apt. Address and Apt. No. _____