

**300 WEST 23RD STREET OWNERS CORP.
300 West 23rd Street
New York, New York 10011-2240**

APPLICATION PROCEDURES FOR COOPERATIVE APARTMENT SUBLEASE

Procedures: To make an application for the sublease of a cooperative apartment at 300 West 23rd Street, documents must be completed and submitted to **Sophia Del Cid Gonzalez, Closing Department, Douglas Elliman Property Management, 675 Third Avenue, 6th Floor, New York, NY 10017 [e-mail address: Sophia.Gonzalez@ellimanpm.com]**. Copies will be distributed to members of the Board of Directors of 300 West 23rd Street for review. The Board of Directors reserves the right to request additional information at any time, and is under no obligation to approve the submitted application. Incomplete applications will not be accepted. The Board of Directors will require an interview of the proposed subtenant at a time and place to be arranged. Douglas Elliman Property Management and 300 West 23rd Street Owners acknowledge that all information submitted will be treated confidentially, and its use will be solely for the consideration of the proposed sublease.

Shareholders must own their apartment for at least one year before subletting. Shareholders may sublet for a maximum of two years. Initial lease will be for one year only but can be renewed for a second year. The Board of Directors must approve the initial sublease package and approve the sublease through an in-person interview. Renewal of lease for a second year must also be approved by the board but a second interview would not be required.

Application: Please provide **one (1) original** of the following information to Sophia Del Cid Gonzalez at Douglas Elliman Property Management. Please be sure to prepare the package in sections, as set forth below:

Section 1

- a) If you have financing on your apartment, you must obtain your lender's written consent to sublet. If you do not have financing, you must provide the Board with a notarized letter signed by each tenant-shareholder stating that fact (sample letter attached).
- b) REBNY Sublease Application (enclosed).
- c) Blumberg Sublease Agreement (enclosed).
- d) Rider to Sublease Agreement (enclosed).
- e) Tenant Data Verification Form (enclosed).
- f) Sprinkler Disclosure Form (enclosed).
- g) Window Guard Form (enclosed).
- h) Local Law 1 Lead Form (enclosed).

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- i) **Lead Based Paint Disclosure Forms (enclosed):**
The disclosure documents must be completed in their entirety and submitted for review with the Board Package. **The Board Package will not be sent to the Board of Directors for review unless the Lead Based Paint Disclosure documents are included. NO EXCEPTIONS** be made. Enclosed is a summary of the Lead Based Paint Disclosure Information.
- j) Fire Safety Plan and Brochure (enclosed).

Section 2 - References

- a) Two (2) Business Letters of Reference.
- b) Two (2) Personal Letters of Reference.
- c) Bank Reference Letter(s) stating type of account, amount on deposit in dollars and age of the account.

Section 3 - Addendum to Sublease Package – *(to be completed by shareholder)*

- a) Legal Mailing Address Form (enclosed).
- b) Shareholder Information Form on Sublet (enclosed).

Term:

All sublets approved by the Board of Directors will be for a maximum term of one (1) year. A sublet may be renewed if approved by the Board of Directors for a one additional year. Approval for renewal from the Board must be requested at least 45 days prior to the expiration of the sublease.

Fees for Shareholder:

- a) Monthly Sublet Surcharge – check payable to 300 West 23rd Street Owners Corp. totalling 15% of the monthly maintenance.

All checks must be certified, bank or attorney escrow only

- b) Move-out Deposit – check payable to 300 West 23rd Street Owners Corp. in the amount of \$1,000.00 (this fee is refundable provided there is no damage to the common areas of the building during the move) **must be submitted with Board package.**
- c) Move-out Fee – check payable to 300 West 23rd Street Owners Corp. in the amount of \$300.00 (non-refundable) **must be submitted with Board package.**

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- d) Administrative Fee – check payable to 300 West 23rd Street Owners Corp. in the amount of \$100.00 (non-refundable) **must be submitted with Board package.**

Fees for Subtenant:

All checks must be certified, bank or attorney escrow only

- a) Application Fee – check payable to Douglas Elliman Property Management in the amount of \$550.00 (non-refundable) **must be submitted with Board package.**
- b) Credit Report Fee – check payable to Douglas Elliman Property Management in the amount of \$75.00 per applicant (non-refundable) **must be submitted with Board package.** If there are two applicants for the sublease, each applicant must complete a Tenant Data Verification Form.
- c) Move-in Deposit – check payable to 300 West 23rd Street Owners Corp. in the amount of \$1,000.00 (this fee is refundable provided there is no damage to the common areas of the building during the move) **must be submitted with Board package.**
- d) Move-in Fee – check payable to 300 West 23rd Street Owners Corp. in the amount of \$300.00 (non-refundable) **must be submitted with Board package.**

All moves must take place on Monday, Tuesday, Wednesday and Friday from 8:00 am to 4:00 pm and Thursday from 8:00 am to 2:00 pm only.

Date: _____

Attn:

Re: Mortgage No.

Dear Sir or Madam:

Section 2 (a) of the Recognition Agreement which forms a part of my cooperative mortgage requires the bank's written consent to sublease my apartment. I would like to sublease my apartment beginning _____ and would appreciate receiving the required consent as soon as possible.

Very truly yours,



SUBLEASE APPLICATION
FOR THE SUBLEASE OF COOPERATIVE APARTMENT

BUILDING: 300 West 23rd Street APT: SHARES:

LENGTH OF LEASE MONTHLY MAINTENANCE: \$

TO BEGIN: TO EXPIRE:

SECURITY: ANNUAL RENT: MONTHLY RENT:

SPECIAL CONDITIONS IF ANY:

NAME OF CORPORATION:

MANAGING AGENT: TELEPHONE: ()

ADDRESS: CONTACT:

SHAREHOLDER (S): SS#: - -

SS#: - -

PRESENT ADDRESS:

ADDRESS FOR NOTICES: TEL: () FAX: ()

SUB-TENANT (S): SS#: - -

OFFICE #: () HOME #: ()

SS#: - -

OFFICE #: () HOME #: ()

PRESENT ADDRESS:

BROKER (S):

TELEPHONE:

OWNER'S MORTGAGE LENDER:

PERSONAL INFORMATION REGARDING APPLICANT(S)

DATE _____

APPLICANT

CO-APPLICANT

NAME: _____

ADDRESS: _____

DATES OF RESIDENCE: _____ TO _____

_____ TO _____

NATURE OF BUSINESS: _____

EMPLOYER: _____

ADDRESS: _____

PERIOD OF EMPLOYMENT: _____ TO _____

_____ TO _____

**PRIOR EMPLOYER
OR RESIDENCE
IF LESS THAN 3 YEARS**

**INCOME ESTIMATE FOR
THIS YEAR:**

ACTUAL INCOME LAST YEAR:

EDUCATIONAL BACKGROUND:

ADDITIONAL INFORMATION REGARDING APPLICANTS

Names of all persons who will reside in the Apartment: _____

Schools and colleges attended by applicants and occupants (optional): _____

Names of anyone in the building known to Applicant: _____

Are any pets to be maintained in the Apartment. If yes indicated number and kind: _____

Name of organizations to which Applicant belongs (optional): _____

REFERENCES

LANDLORD: _____ **ADDRESS:** _____

OCCUPANCY FROM: _____ **TO** _____

PREVIOUS LANDLORD: _____ **ADDRESS:** _____

OCCUPANCY FROM: _____ **TO** _____

PERSONAL REFERENCES:

APPLICANT

CO-APPLICANT

1. NAME _____
ADDRESS _____

1. NAME _____
ADDRESS _____

2. NAME _____
ADDRESS _____

2. NAME _____
ADDRESS _____

3. NAME _____
ADDRESS _____

3. NAME _____
ADDRESS _____

4. NAME _____
ADDRESS _____

4. NAME _____
ADDRESS _____

BUSINESS AND PROFESSIONAL REFERENCES

APPLICANT

CO-APPLICANT

1. NAME _____
ADDRESS _____

1. NAME _____
ADDRESS _____

2. NAME _____
ADDRESS _____

2. NAME _____
ADDRESS _____

3. NAME _____
ADDRESS _____

3. NAME _____
ADDRESS _____

FINANCIAL STATEMENT

Name (s) _____

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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					
	Applicant	Co-Applicant			
Personal Bank Accounts at			PROJECTED EXPENSES / MONTHLY		
			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 financial statement 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 _____

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

By signing below, Applicant(s) authorize Broker, Managing Agent and/or any party connected with its business organization to perform any credit checks or reference checks in connection with this application.

Date: _____ 20__ Signature _____

Date: _____ 20__ Signature _____

SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:

Parties to this Sublease:

Overtenant:
Address for notices:

You, the Undertenant:
Address for notices:

If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.

Information from Over-Lease:

Landlord:
Address for notices:

Overtenant:
Address for notices:

Date of Over-Lease:

Term: from: to:

A copy of the Over-Lease is attached as an important part of the Sublease.

Term:

1. years: months: Beginning: ending:

Premises rented:

2.

Use of premises:

3. The premises may be used for only.

Rent:

4. The yearly rent is \$ • You,, the Undertenant, will pay this yearly rent to the Over-tenant in twelve equal monthly payments of \$ Payments shall be paid in advance on the first day of each month during the Term.

Security:

5. The security for the Undertenant's performance \$ Overtenant states that Over-tenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.

Agreement to lease and pay rent:

6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay% the Rent and other charges as required in the Sub-lease. You, the Undertenant, agree to do everything required of you in the Sublease.

Notices:

7. All notices in the Sublease shall be sent by certified "return receipt requested".

Subject to:

8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.

Overtenant's duties:

9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that -the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

Consent:

10. If the Landlord's consent to the Sublease is required, this consent must be received within days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.

Adopting the Over-Lease and exceptions:

11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Under-tenant, except these:

a) These numbered paragraphs of the Over-Lease shall not apply:

b) These numbered paragraphs of the Over-Lease are changed as follows:

No authority:

12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors:

13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

Changes:

14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:

You, the UNDERTENANT:

Witness:

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

Guarantor and address:

Reason for Guaranty:

1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

Guaranty:

2. The following is my Guaranty:
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

In addition, I agree to these other terms:

Changes in Sublease have no effect:

3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver of notice:

4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.

Performance:

5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

Waiver of jury trial:

6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

Changes:

7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

Signatures:

GUARANTOR:

WITNESS:

EPA and HUD Lead Paint Regulations, Effective September 6, 1996'

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.' Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet

3141 Lead Paint Lease Disclosure Form

'December 6, 1996 for owners of 1 to 4 residential dwellings.

'Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

300 WEST 23RD STREET OWNERS CORP.
300 West 23rd Street
New York, New York 10011-2240

RIDER TO SUBLEASE AGREEMENT BETWEEN
_____ and _____
300 West 23rd Street, New York, NY 10011-2240
Apartment #

The parties hereto agree as follows:

1. Definitions. As used in this Rider, "Overtenant" refers to the tenant-shareholder of the Apartment; "Undertenant" refers to the person subleasing the Apartment from Overtenant; "Corporation" refers to the cooperative corporation which owns the premises in which the Apartment is located; and "Proprietary Lease" refers to the lease or Occupancy Agreement for the Apartment between the Corporation and Overtenant.

2. Action against Undertenant. The Corporation shall have the right to maintain an action as the agent for the Overtenant to evict the Undertenant, at Overtenant's expense, if Undertenant violates the terms of the Proprietary Lease or this Rider.

3. Default under Proprietary Lease by Undertenant. A default by the Undertenant under the Proprietary Lease will be deemed a default by the Undertenant under this Sublease.

4. Personal Jurisdiction. Overtenant and Undertenant each consent to personal jurisdiction in the State of New York in any action commenced by the Corporation. Overtenant and Undertenant each agree that service may be made upon them in any legal manner at their respective addresses on page 1 of the sublease.

5. Insurance. Overtenant shall maintain liability insurance commonly known as "HO-4" or "co-op insurance" covering the premises and naming the Corporation as an additional insured, and shall file a Certificate evidencing such insurance with the Corporation prior to the commencement of the sublease.

6. No Grant of Rights to Undertenant. Undertenant acknowledges that nothing by this sublease shall give the Undertenant the right to further sublease the apartment, to perform alterations, or to exercise any of the other rights granted to Overtenant under the Proprietary Lease unless the Corporation expressly consents. The parties acknowledge that the Corporation may withhold consent for any reason or for no reason. This clause shall supersede any contrary clause in this agreement or any verbal understanding between the parties.

7. Window Guards. Undertenant acknowledges receipt of the Proprietary Lease, House Rules, and the Window Guard Rider required pursuant to Section 131.15 of the New York City Health Code, and agrees to comply with all of the requirements of each.

8. Default by Overtenant. If the Overtenant shall at any time default in the payment of any rent or additional rent, the Corporation, at its option, may demand and receive from Undertenant the rent due or becoming due from Undertenant to the Overtenant as long as such default shall continue, and apply the amount to pay sums due and to become due from the Overtenant to the Corporation. Any payments by Undertenant to the Corporation shall constitute a discharge of the obligation of Undertenant to the Overtenant to the extent of the amount so paid. The acceptance of rent from Undertenant shall not be deemed a consent to or approval of any subletting or assignment by the overtenant, or a release or discharge of any of the obligations of the Overtenant under the Proprietary Lease.

9. Benefit of Corporation. The parties acknowledge that this Rider is executed for the benefit of the Corporation, and that the Corporation shall be deemed a third-party beneficiary of the Rider. In the case of any conflict between of the sublease and this Rider, this Rider shall control.

10. No Release of Overtenant. Nothing contained in this sublease shall be deemed to constitute a release of Overtenant from any of its obligations as lessee under the Overlease. Overtenant shall remain fully liable for the performance of all of the obligations of the lessee under the Overlease and shall be fully responsible and liable to the Corporation for all acts or omissions of Undertenant (or anyone claiming by, through or under Overtenant) that shall be a violation of any of the obligations of the lessee under the Overlease.

11. No Waivers. Nothing herein contained in this sublease shall be deemed to (a) increase, amend, modify or extend any of the Corporation's obligations under the Overlease in any way whatsoever, or (b) diminish, restrict, limit, forfeit or waive any of the Corporation's rights under the Overlease in any way whatsoever.

12. Residential Use. Undertenant shall use and occupy the Apartment for residential purposes only.

Overtenant: _____

Undertenant: _____

Address: _____

Apartment: _____

Dated: _____

TENANT DATA VERIFICATION, CO. INC.
[Credit Report Authorization Form]

Subject Building Address 300 West 23rd Street **Apartment** _____

Name of Applicant _____ **Telephone #** _____
Date of Birth _____ **Social Security #** _____

Name of Co-Applicant _____ **Telephone #** _____
Date of Birth _____ **Social Security#** _____

Present Address _____ **How long at this address** _____

Present Landlord _____
Address _____ **Telephone #** _____

If less than one year, please list previous address

Previous Landlord _____
Address _____

Applicant employed by _____ **Salary** _____
Address _____ **Telephone #** _____
Position _____ **How Long** _____ **Contact** _____

If present employer is less than one year

Previous Employer _____ **Telephone #** _____
Address _____ **How long** _____
Position _____ **Salary** _____

Co-Applicant employed by _____ **Salary** _____
Address _____ **Telephone #** _____
Position _____ **How Long** _____ **Contact** _____

If present employer is less than one year

Previous Employer _____ **Telephone #** _____
Address _____ **How long** _____
Position _____ **Salary** _____

Other source of income _____
Contact person _____ **Telephone #** _____

References:

Bank	Branch	Account Number
_____	_____	_____
_____	_____	_____

Accountant _____
Address _____ **Telephone #** _____

In connection with my application for this apartment, I authorize all banks, corporations, companies, credit agencies, accountants, persons and employers, to release any information that they have about me to TENANT DATA VERIFICATION CO., or its agency and I release them from any and all liability or responsibility from doing so. Further, I authorize the procurement of an investigative consumer report and understand that such a report may contain information about my background/character and personal reputation. I understand this notice will also apply to future update reports that may be requested. I understand that any misrepresentation by me may be the cause of rejection by the landlord.

Applicant's Signature **Date** **Co-Applicants Signature** **Date**

APPENDIX A

Re: Apartment:
Building: 300 West 23rd Street

WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT or OCCUPANT

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

Your Landlord is required by law to install window guards in your apartment.

- ❖ If you ask him to put in window guards at any time (you need not give a reason).

OR

- ❖ If a child 10 years of age or younger lives in your apartment.

IT IS A VIOLATION OF LAW to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

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

TENANT (PRINT AND SIGN)

TENANT (PRINT AND SIGN)

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222 A
New York, New York 10013
(212) 566 - 8082

Building Address: 300 West 23rd Street
Apt.:

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under seven years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under seven years of age resides there.

If a child under seven years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under seven years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

- CHECK ONE: A child under seven years of age resides in the unit
 A child under seven years of age does not reside in the unit.

_____ (Occupant signature)

Print occupant's name, address and apartment number: _____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

_____ (Owner signature)

RETURN THIS FORM TO: Douglas Elliman Property Management- Compliance Dept.
675 Third Avenue, New York, N.Y. 10017

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/OCCUPANT COPY

CONTRATO/COMIENZO DE OCUPACIÓN Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO.

Usted esta requerido por ley informarle al dueño si un niño menor de siete años de edad esta viviendo o vivirá con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupación. Si tal niño empieza a residir en la unidad, el dueño del edificio esta requerido hacer una inspección visual añualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVEUELVA ESTE AVISO AL DUEÑO O AGENTE

AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO Si usted no informa al dueno, el dueno esta requerido inspeccionar su apartamento para descubrir si un niño menor de siete años de edad esta viviendo en el apartamento.

Si un niño menor de siete años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente a la dirección provenida abajo. Usted tambien debe de informarle al dueño por escrito si un niño menor de siete años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad.

Por favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empiece a ocupar la unidad. Mantegna una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un pamfleto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

- MARQUE UNO: Vive un niño menor de siete años de edad en la unidad.
 No vive un niño menor de siete años de edad en la unidad.

_____ (Firma del inquilino)

Nombre del inquilino, Dirección, Apartamento: _____

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificacion de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

_____ (Firma del dueño)

DEVUELVA ESTE FORMULARIO A: Douglas Elliman Property Management- Compliance Dept.
675 Third Avenue, New York, N.Y. 10017

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS
COPIA DEL DUEÑO/COPIA DEL INQUILINO

Building Address:

Apt.:

RE: ADDITIONAL SALE REQUIREMENTS
COOPERATIVE

LEAD-BASED PAINT DISCLOSURE INFORMATION

Shareholders in buildings built prior to 1978 seeking to sell their shares and assign their proprietary leases or sublease their apartments must comply with certain regulations promulgated by the Environmental Protection Agency and the Department of Housing and Urban Development regarding disclosure of lead-based paint (the "Regulations"). Note that "0" bedroom apartments, which covers most studios, need not comply. (See Below) In order to ensure compliance with the Regulations, shareholders are urged to discuss this matter with their attorneys prior to entering into a contract of sale or sublease affecting their apartment. Attached is a brief summary of the Regulations.

Exhibit A - Also enclosed is a form entitled "Cooperative Information Regarding Lead-Based Paint in Common Areas" which contains the information available to the Cooperative Corporation regarding the presence of Lead-Based Paint and/or Lead-Based Paint Hazards in your building. If there are any reports or records of lead-based paint, they will be listed on the form and copies enclosed. The Board of Directors requires the following steps:

The following documents must be included in your package as submitted to us as the managing agent. **IF ANY ITEM IS MISSING OR INCOMPLETE, YOUR ENTIRE PACKAGE WILL BE RETURNED TO YOU.**

1. Exhibit B - Lead Warning Statement and Disclosure of Information - Sellers/Purchasers

The Lead Warning Statement and Disclosure of Information - This form or one similar to it must be completed with all available information, (including that contained in Exhibit A, if any) initialed and signed by all the seller(s) and prospective purchaser(s) and by any agent (the brokers) hired and paid by the seller to find a purchaser for the apartment. Two copies must be returned with the completed Board application/package.

2. Exhibit C - Certification of Disclosure - The top portion of this form must be completed and signed by all the sellers and prospective purchasers. Two copies must be returned with the completed Board application/package.

For owners of a "0" Bedroom Apartment - Exemption Certificate

The exemption certificate attached as Exhibit D is for sellers and prospective purchasers who understand and certify that the apartment involved in the transaction is a "0" bedroom apartment in a building built prior to 1978 and is exempt from the Federal Disclosure Regulation regarding lead-based paint and/or lead-based paint hazards. It must be signed and dated by the seller(s) and by the prospective purchaser(s). In this case only, the other documents need not be completed. One original and two copies of this certificate must be returned with the completed application/package.

Also, enclosed is a copy of the pamphlet "Protect Your Family from Lead in Your Home". The reports, if any and the pamphlet must be given to the prospective purchaser(s).

These items and a \$75 transaction fee payable to the managing agent, must be forwarded to the Transfer Department along with all other materials required as part of the application procedure for the prospective purchaser(s).

IT IS IMPORTANT THAT YOU CONSULT YOUR ATTORNEY REGARDING THESE MATERIALS. NEITHER DOUGLAS ELLIMAN PROPERTY MANAGEMENT NOR YOUR BOARD OF DIRECTORS MAKE ANY REPRESENTATION THAT THE FOREGOING PROCEDURES WILL ENSURE COMPLIANCE WITH THE REGULATIONS. SHAREHOLDERS ARE ALSO ADVISED THAT THE CORPORATION WILL NOT CONSENT OR CLOSE UNLESS ALL REQUIRED DOCUMENTS ARE PROPERLY EXECUTED AND RETURNED.

ALSO NOTE THE COOPERATIVE'S DISCLOSURE PROVIDED HEREIN CONTAINS ONLY THE KNOWLEDGE THAT THE COOPERATIVE CORPORATION HAS REGARDING LEAD-BASED PAINT IN THE COMMON AREAS. IF YOU HAVE ANY ADDITIONAL KNOWLEDGE, THEN IT IS YOUR RESPONSIBILITY TO INCLUDE IT IN THE DISCLOSURE FORMS.

FEDERAL REGULATIONS SUMMARY

Generally, the Regulations require a seller (i.e., the shareholder selling his shares) or a lessor (i.e., a shareholder subleasing his apartment) (the "Selling Shareholder" or the "Subleasing Shareholder" respectively) to comply with the following activities before a potential purchaser or sublessee is obligated under a contract of sale or sublease:

1. A Selling Shareholder or a Subleasing Shareholder must provide the prospective purchaser or sublessee with an EPA approved lead hazard information pamphlet.

2. A Selling Shareholder or a Subleasing Shareholder must disclose to the prospective purchaser or sublessee, based upon any actual knowledge, if any, the presence of any known lead-based paint in the apartment, as well as provide the purchaser or sublessee with any records or reports available to such shareholder about lead-based paint in the apartment.

3. The Selling Shareholder or Subleasing Shareholder must obtain from the Corporation, and the Corporation must provide to such shareholder, based upon any actual knowledge, if any, the presence of any known lead-based paint in the common areas of the buildings, as well as provide any records or reports available to it about lead-based paint in the common areas. Common areas may include but are not limited to lobbies, hallways, stairwells, laundry and recreational rooms and playgrounds. The Selling Shareholder or Subleasing Shareholder is also obligated to disclose to the prospective purchaser or sublessee any information and reports provided by the Corporation.

4. If the transaction involved an agent (Broker) hired and paid for by the Selling Shareholder/Subleasing Shareholder to find a purchaser or sublessee for the apartment, such Shareholder must disclose to such agent (Broker), based upon actual knowledge, the presence of any known lead-based paint in the apartment or common areas (as the case may be) and the existence of any available records or reports about lead-based paint. In turn, the agent (Broker) is required to inform the shareholder of the disclosure requirements.

5. A Selling Shareholder (but not a Subleasing Shareholder) must permit the purchaser a 10 day period (unless the parties mutually agree, in writing, upon different period of time or to waive such obligation) to conduct a risk assessment or inspection for the presence of lead-based paint.

THIS IS FOR INFORMATIONAL PURPOSES. ALL APARTMENT OWNERS ARE DIRECTED TO READ THE REGULATIONS AND/OR CONSULT WITH AN ATTORNEY TO FULLY UNDERSTAND THEIR CONTENT.

COOPERATIVE SALES

Cooperative Information Regarding Lead-Based Paint in Common Areas

Cooperative Corporation: 300 West 23rd Street Owners Corp.

Building Address: 300 West 23rd Street

Date:

The above referenced Cooperative Corporation has the following information regarding lead-based paint and/or lead-based paint hazards in the common areas of the building.

Attached hereto are copies of the reports or records pertaining to lead-based paint and/or lead-based paint hazards:

THE REPRESENTATIONS SET FORTH HEREIN ARE MADE SOLELY TO THE TENANT-SHAREHOLDER REQUESTING SUCH INFORMATION AND ARE NOT USED FOR ANY OTHER PURPOSE OR RELIED UPON BY ANY PERSON OTHER THAN SUCH TENANT-SHAREHOLDER.

Cooperative Corporation

DOUGLAS ELLIMAN PROPERTY MANAGEMENT
Managing Agent

By:

Date:

Building Address: 300 West 23rd Street

COOPERATIVE SALES

Apt #:

LEAD WARNING STATEMENT - CONTRACTS OF SALE

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS SELLER/PURCHASER

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Seller(s) to initial (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the Unit and/or common areas (explain).
(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/or common areas.

(b) Records and reports available to the Seller (Seller(s) to initial (i) or (ii) below):

- (i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or common areas (list documents below).
(ii) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or common areas.

Purchaser's Acknowledgment (Purchaser(s) to initial (c) (d) and (e) and check either (i) or (ii) below):

- (c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Purchaser has (check (i) or (ii) below):
(i) Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint.
(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's (Broker) Acknowledgment (Agent (All Brokers) to initial (f) below):

(f) Agent (All Brokers) has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is aware of Agent's (All Brokers) 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.

Seller Date Purchaser Date
Seller Date Purchaser Date
Agent (Broker) Date Agent (Broker) Date

CERTIFICATION OF DISCLOSURE

RE: Building Address: 300 West 23rd Street

Apartment #:

Tenant-Shareholder/
Seller:

Prospective Purchaser:

The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act) and regulations promulgated by the Department of Housing and Urban Development and Environmental Protection Agency (the Regulations) require that the Tenant-Shareholder as Seller disclose, based upon actual knowledge, to the Prospective Purchaser the presence of any known lead based paint and/or lead based paint hazards in the apartment or common areas. The cooperative corporation must provide any information it has regarding the common areas.

The undersigned, being all the Sellers and Prospective Purchasers of the above referenced apartment hereby certify to the Cooperative Corporation owning the building that:

- (i) They have received the information, if any, in the possession of the Cooperative Corporation regarding lead based paint and/or lead based paint hazards in the common areas.
- (ii) They have complied in all respects with the Regulations.

The Sellers and Prospective Purchasers, each individually, hereby agrees to indemnify and defend the Cooperative Corporation, its directors, officers, employees and agents, (the Indemnified Parties) against any and all claims, losses, liabilities, fines, penalties, damages, costs and expenses (including reasonable attorneys fees) that may at any time be imposed upon the Indemnified Parties for failure to comply with the Regulations. The Prospective Purchasers hereby release the Indemnified Parties from any claims with respect to the existence of lead based paint in the apartment and common areas and any disclosure with respect thereto.

Sellers:

Prospective Purchasers:

Date: _____ 200

COOPERATIVE SALES

EXEMPTION CERTIFICATE

Re: **Building Address:** 300 West 23rd Street

Apartment #:

Seller:

Seller:

Purchaser:

Purchaser:

The undersigned, being all the sellers and purchasers on the transfer of the above referenced apartment understand that this apartment is in a building built prior to 1978 and is subject to the Federal Disclosure Regulations regarding lead-based paint.

The undersigned certify that the above apartment is a "0" bedroom apartment as defined in the Federal Regulations and therefore the Disclosures otherwise required to be made are not applicable.

Seller: _____ **200**
Date

Seller: _____ **200**
Date

Purchaser: _____ **200**
Date

Purchaser: _____ **200**
Date

Simple Steps To Protect Your Family From Lead Hazards

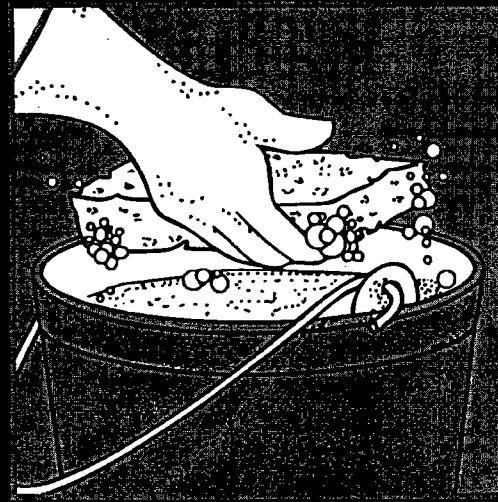
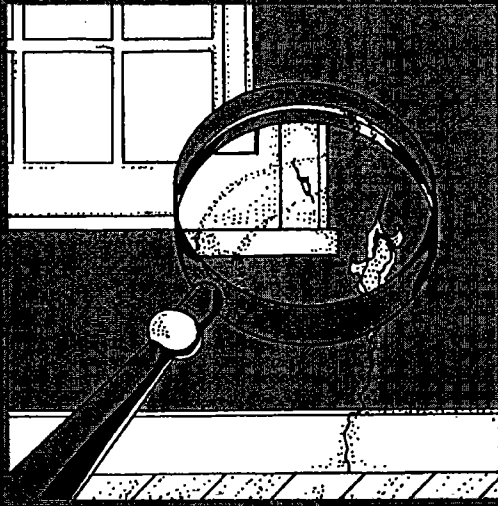
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home

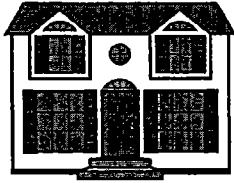
 **EPA** United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

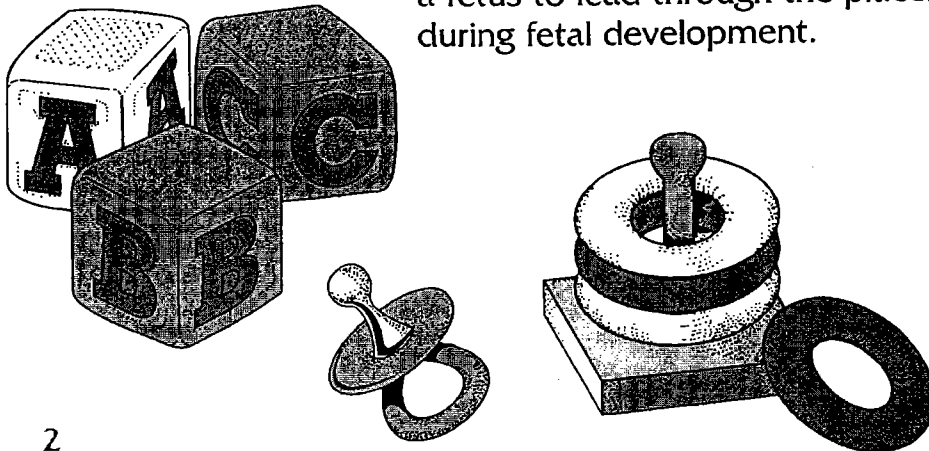
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

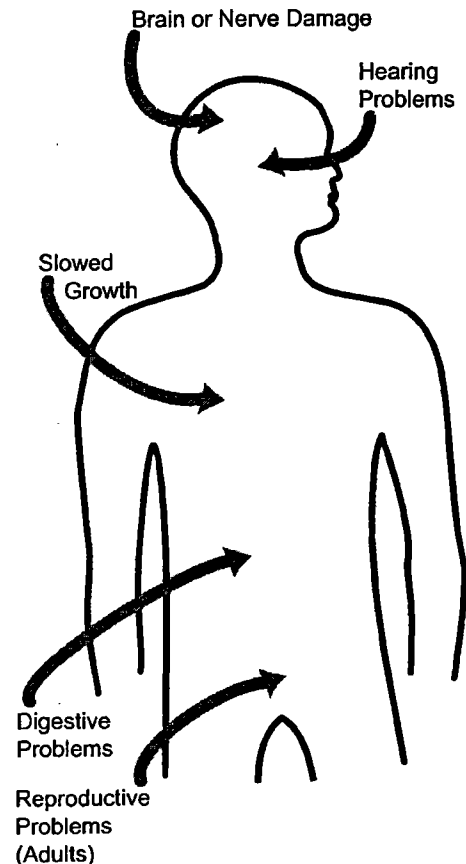
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

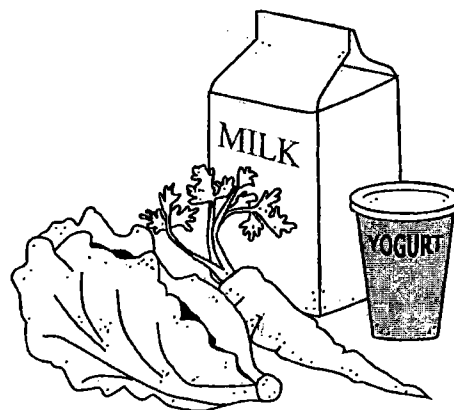
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

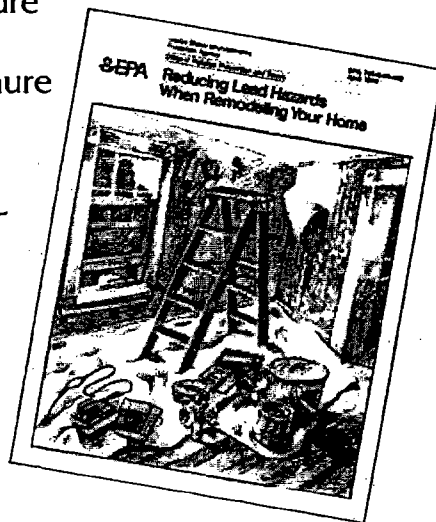
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

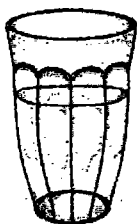
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



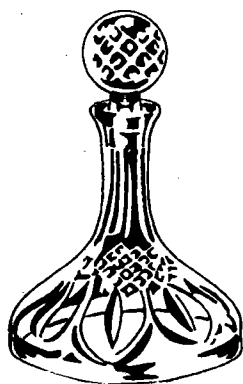
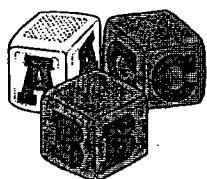
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

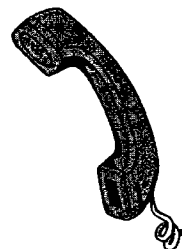


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

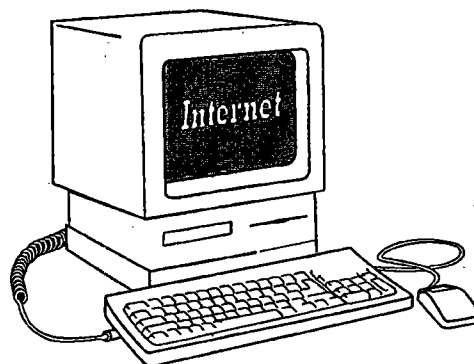


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

FIRE SAFETY GUIDE

PART I - BUILDING INFORMATION SECTION

BUILDING ADDRESS: 300 West 23rd Street, New York NY 10011

BUILDING OWNER/REPRESENTATIVE

Douglas Elliman Property Management
675 Third Avenue
New York, NY 10017

(212) 370-9200

BUILDING INFORMATION:

Year of Construction: 1931

Type of Construction: Combustible Non-Combustible

Number of Floors: 21 Above Ground 1 Below Ground

Sprinkler System: Yes No

Sprinkler System Coverage: Entire Building Partial (complete all that apply):

- Dwelling Units: _____
- Hallways: _____
- Stairwells: _____
- Compactor Chute: Compactor Room
- Other: Basement and Locker Room

Fire Alarm: Yes Transmits Alarm to Fire Department/Fire Alarm Co. No

Location of Manual Pull Stations: _____

Public Address System: Yes No

Location of Speakers: Stairwell Hallway Dwelling Unit Other: _____

Means of Egress (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
Enclosed Interior Stairwell	A	N/S	Lobby
Enclosed Interior Stairwell	B	S/S	Lobby

Other Information: _____

DATE PREPARED : 01/02/2016

FIRE SAFETY PLAN
PART II - FIRE EMERGENCY INFORMATION

BUILDING ADDRESS: 300 WEST 23RD STREET, NEW YORK, NY 10011

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. FIRESAFETY PLAN CONTAINS:

- ❖ Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- ❖ Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- ❖ Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan (212) 999-2222

Bronx (212) 999-3333

Brooklyn (718) 999-4444

Queens (718) 999-5555

Staten Island (718) 999-6666

**OR TRANSMIT AN ALARM FROM
THE NEAREST FIRE ALARM BOX**

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stovetops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as “fireproof” or “non-fireproof.” Residential buildings built in or after 1968 are generally classified either as “combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or fireproof building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or in space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartment by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a “tower” separated from the building by airshafts open to the outside. The open airshafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or

alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review part I (Building Information Section) of this safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from the building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review part I (Building Information Section) of this safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene within minutes.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have clear a path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. **DO NOT USE THE ELEVATOR.**

8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions If The Fire Is Not In Your Apartment

“NON – COMBUSTIBLE” OR “ FIREPROOF” BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at the top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life – threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

“COMBUSTIBLE” OR “NON – FIREPROOF” BUILDING

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat of fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children
4. If you cannot use the stairs or the fire escape, call 911 and tell them your address, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.

- B. Open windows a few inches at the top and bottom unless flames and smoke are coming from below. Do not break any windows.
- C. If conditions in the apartment appear life – threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible retreat to a balcony or terrace away from the source of the smoke, heat or fire.

300 WEST 23RD STREET OWNERS CORP.
300 West 23rd Street
New York, New York 10011-2240

***NOTIFICATION OF
LEGAL MAILING ADDRESS FOR UNIT OWNER***

All communication and invoices concerning the ownership of unit should be sent to the following address rather than the apartment.

Name of Cooperative: _____

Cooperative Address: _____

Apartment Number: _____

Shareholder's Name: _____

Mailing Address: _____

Business Phone: _____

Home Phone: _____

Shareholder's Signature: _____

300 WEST 23RD STREET OWNERS CORP.
300 WEST 23RD STREET
NEW YORK NY 10011-2240

SHAREHOLDER INFORMATION

1. Why are you subletting, and do you plan to return? _____

2. For how long do you expect to sublet your apartment? _____

3. How did you obtain the prospective subtenant? _____

4. How long have you lived in the building? _____

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300 West 23rd Street
New York, New York 10011-2240

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