



400 East 17th Street Corp.

REQUIREMENTS FOR SUBLETTING A COOPERATIVE APARTMENT

Dear Shareholder / Applicant:

Enclosed is the application to be completed for the sublet of your apartment. This application and the documents requested should be returned to: **Shoshana Shafran, Excel Bradshaw Management Group, LLC, 501 Surf Ave., Brooklyn, NY 11224**. Shoshana can be reached at (718) 266-1110, via fax at (718) 996-3674 or via e-mail at sshafran@ebmg.com.

Documents Required: One (1) Loose Original Set

1. Sublease Agreement – Blumberg Form P193 (enclosed)
2. Sublease Application (enclosed)
3. Financial Statement (enclosed) – please attach two (2) months' bank statements
4. Your last two (2) pay stubs
5. Letter from your employer stating position, salary and dates of employment
6. Consumer Credit Application (enclosed)
7. In the event the Shareholder has obtained Bank Financing to purchase his apartment, the Shareholder must provide a letter showing the Shareholder Lender approves of the Sublet. In the event approval is not required pursuant to the Shareholder's Loan Documents, the Shareholder shall submit a Notarized Affidavit stating no such approval is required.
8. Lead Based Paint Disclosure Forms (enclosed). The disclosure documents must be completed in their entirety. Enclosed is the Lead Paint Disclosure Brochure.
9. House Rules Acknowledgement (enclosed) – Also enclosed is a copy of the House Rules.
10. Proof of Renter's Insurance (Proof shall be submitted every year hereafter)

CHECKS TO BE ENCLOSED WITH APPLICATION

- \$250 Application Fee – This fee is non-refundable. Check payable to **Excel Bradshaw Management Group, LLC**. This will cover our administrative costs in verifying your information.
- \$75 **Per** applicant for a consumer credit report. Check payable to **Excel Bradshaw Management Group, LLC**. This fee is non-refundable.
- *\$500 Move In Deposit – **CERTIFIED CHECK** payable to **400 East 17th Street Corp.** The Deposit Fee is refundable after the move-in if no damage has occurred. See Move In Agreement attached.
- *NOTE Checks will be held pending sublet approval. Upon approval they will be processed.

Sublet Rules: Shareholders may only sublet their units after initially occupying the apartment for the first two years after purchasing. Shareholders can not sublet their apartments for more than three (3) out of every five (5) years.

*Subleases that are renewed after their initial term must still be approved by the Board of Directors.

Sublet Fee: The Shareholder will be charged a sublet fee of **5%** of their yearly maintenance fee while subletting their apartment. This fee will be spread out over twelve (12) months in equal installments.



No application will be forwarded to the Board of Directors unless all of the items have been properly complied with, assembled into 5 complete packages (one original & 4 copies) and received by the Closing Department. All inquiries regarding a sublet package should be from the applicant. All other parties should contact you for any information regarding the status or processing your application.

After the review of your application the Board of Directors may elect to arrange a meeting with your prospective subtenant. After the meeting, you will be notified of the Board's decision. If approved, a sublet may then take place.

The Board of Directors for 400 East 17th Street Corp. meets on a monthly basis. Please allow thirty (30) days from the time your completed application is submitted before an interview can be scheduled.

Please be advised that only one (1) application will be reviewed and considered for each apartment at any one time.

SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:		19	
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:	19	
	Term:	from: 19	to: 19
	A copy of the Over-Lease is attached as an important part of the Sublease.		
Term:	1.	years: 19	months: Beginning: 19
	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 Overtenant 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 is \$. Overtenant states that Overtenant 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 Sublease. 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 mail, "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 Undertenant, 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: 19

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.

Changes in Sublease have no effect: In addition, I agree to these other terms:
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.



RIDER A TO SUBLEASE OF COOPERATIVE UNIT

This rider dated _____ attached to and part of lease dated _____ between _____ as landlord and _____ as subtenant in Apt. # _____ at 400 East 17th Street Corp. in Brooklyn, NY.

This agreement made part of lease dated _____ as follows;

In the event of bank foreclosure or if maintenance charges, etc. become delinquent on the unit _____ at 400 East 17th Street Street, Brooklyn, NY 11226 upon written notice from The Board of Directors or Managing Agent to subtenant, subtenant shall make all future monthly rental payments to The Board of Directors. Payments shall be payable in the following manner:

400 East 17th Street Corp.
C/O Excel Bradshaw Management Group, LLC
393 Old Country Road, Suite 204
Carle Place, NY 11514

The payment of the monthly rent to the Board and the acceptance of the rent by the Board shall not constitute a landlord/tenant relationship between the parties.

Upon resolution of all delinquent charges subtenant shall resume paying landlord, upon notice by The Board of Directors or Managing Agent.

OWNER:

TENANT:

SUBLEASE APPLICATION

FOR THE SUBLEASE OF COOPERATIVE APARTMENT

Building: _____ 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: _____ Contract: _____

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 _____

OCCUPATION: _____

NATURE OF BUSINESS: _____

EMPLOYER: _____

ADDRESS: _____

PERIOD OF EMPLOYMENT: _____ TO _____

_____ TO _____

POSITION HELD: _____

PRIOR EMPLOYER AND POSITION OR RESIDENCE IF LESS THAN 3 YEARS

INCOME ESTIMATE FOR THIS YEAR: _____

ACTUAL INCOME LAST YEAR: _____

EDUCATIONAL BACKGROUND: _____

FOR LEASE OR SUBLEASE OF: _____ ADDRESS _____ APT # _____ OWNER _____

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

- 1. NAME _____
ADDRESS _____
- 2. NAME _____
ADDRESS _____
- 3. NAME _____
ADDRESS _____
- 4. NAME _____
ADDRESS _____

CO-APPLICANT

- 1. NAME _____
ADDRESS _____
- 2. NAME _____
ADDRESS _____
- 3. NAME _____
ADDRESS _____
- 4. NAME _____
ADDRESS _____

BUSINESS AND PROFESSIONAL REFERENCES

APPLICANT

- 1. NAME _____
ADDRESS _____
- 2. NAME _____
ADDRESS _____

CO-APPLICANT

- 1. NAME _____
ADDRESS _____
- 2. NAME _____
ADDRESS _____

FOR LEASE OR SUBLEASE OF _____

FINANCIAL STATEMENT

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 _____ 19____.

ASSETS		Applicant	Co-Applicant	LIABILITIES		
				Applicant	Co-Applicant	
Cash in banks				Notes Payable:		
Money markets Funds				To Banks		
Contract Deposit				To Relative		
Investments: Bonds & Stocks				To Others		
-see schedule				Installment Accounts Payable:		
Investment in Own Business				Automobile		
Accounts and Notes Receivable				Other		
Real Estate Owned - see schedule				Other Accounts Payable		
Year Make				Mortgages Payable on Real		
Automobiles:				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	\$0.00	\$0.00
TOTAL ASSETS		\$0.00	\$0.00	NET WORTH	\$0.00	\$0.00
COMBINED ASSETS			\$0.00			
SOURCE OF INCOME				COMBINED		\$0.00
		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		\$0.00	\$0.00	Have you ever taken bankruptcy? Explain:		
GENERAL INFORMATION						
		Applicant	Co-Applicant	PROJECTED EXPENSES / MONTHLY		
Personal Bank Accounts at				Maintenance		
Savings & Loans Accounts at				Apartment Financing		
				Other Mortgages		
				Bank Loans		
Purpose of Loan				Auto Loan		
				TOTAL	\$0.00	

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 _____ 19____ Signature _____
 Date _____ 19____ Signature _____

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.

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 _____

If Current Employment is Less Than 2 Years, You Must include your Previous Employment Information

EMPLOYMENT 2					<input checked="" type="checkbox"/> Check one	<input type="checkbox"/> Second Income Source Used to Qualify	<input type="checkbox"/> Prior Employment
Name of Employer		Address of Employer		City	State	Zip	
Contact Name		Contact Phone #	How long on this Job	Dates (From-To)			
Your Position/Title/type of business			How long in this line of work / profession	<input checked="" type="checkbox"/> Check If: <input type="checkbox"/> Self Employed <input type="checkbox"/> Independent Contractor			

ANNUAL INCOME In Detail				
Base Income	Overtime	Bonuses	Commissions	TOTAL

ASSET ACCOUNTS You may be required to produce Monthly Account Statements

Check: Checking Savings Money Market Stock Investment Other _____
 Individual Account Joint Account (Supply Spouse Name & SS#)
 Corporate Account (Supply Tax ID #) Is This a Borrowing Account? NO Yes

Name of Bank or Institution	Branch Address	Account #
Name(s) Exactly As they Appear on This Account	Branch Phone #	Contact Name

Check: Checking Savings Money Market Stock Investment Other _____
 Individual Account Joint Account (Supply Spouse Name & SS#)
 Corporate Account (Supply Tax ID #) Is This a Borrowing Account? NO Yes

Name of Bank or Institution	Branch Address	Account #
Name(s) Exactly As they Appear on This Account	Branch Phone #	Contact Name

References Other Than Family Members

Name	Phone #	Relationship to you
Name	Phone #	Relationship to you

Department of Motor Vehicles Identification Must be Completed if Registered Motorist

Motorist License ID #	State of License	Primary Vehicle License Plate	Manufacturer	Year	Model
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AUTHORIZATION TO RELEASE INFORMATION I the applicant, give full authorization for an investigative report whereby third parties may be contacted to report on my character, general reputation, personal characteristics, mode of living, salary-income, consumer credit and banking-financial practices. I have the right to make a written request for disclosure of the nature, results and scope of this investigation. I may not however receive or view my consumer credit file. I agree to hold N2K Reporting harmless for any claims that may arise as a result of this investigation. I authorize Banks, Financial Institutions, Landlords, Business Associates, Credit Bureaus, Attorneys, Accountants and other persons or institutions with whom I am acquainted to furnish any and all information regarding me. This authorization also applies to any update reports which may be ordered as needed. I am willing that a photocopy or fax of this authorization be accepted with the same authority as this original.

My Printed Name _____ My Signature _____ Date of my Authorization _____

Building	Apartment #	Rooms	Monthly Rent \$	Security \$
Lease Start Date	Lease Term	Landlord	Broker	Agent

UNIFORM RESIDENTIAL APPLICATION

This application is designed to be completed by one applicant only. In the spirit of U.S. Policy for the achievement of equal housing opportunity, there are no barriers to obtaining housing because of race, color, sex, sexual orientation, national origin, handicap, or familial status. Approval is based on an applicants ability to prove employment, income, residency, credit and financial history as described in detail below. All information supplied will be verified for it's accuracy. All sections must be complete before submitting for approval.

• THIS APPLICATION MUST BE PRINTED AND LEGIBLE •

ABOUT THE APPLICANT Write your name as it appears on your credit files

First Name	Middle	Last Name	Jr, Sr, II, III	Sex: M <input type="checkbox"/> F <input type="checkbox"/>
Social Security Number	Date of Birth	Day Phone#	Evening phone#	
IN CASE OF EMERGENCY, NOTIFY		Phone #	Relationship to you	

CURRENT RESIDENCY You may be required to produce a signed lease and/or cancelled rent checks

Address	Apt#	City	State	Zip
Name of Landlord, Management Company or Tenant of record		Phone #	Contact Name	
How Long Have You Lived at this address?	Monthly Rent / Mortgage \$	<input checked="" type="checkbox"/> Check one Own <input type="checkbox"/> Rent <input type="checkbox"/>		

PRIOR RESIDENCY Must be filled in if you lived at the Current Address for less than 2 years

Address	Apt#	City	State	Zip
Name of Landlord, Management Company or Tenant of record		Phone #	Contact Name	
How Long Have You Lived at this address?	Monthly Rent / Mortgage \$	<input checked="" type="checkbox"/> Check one Own <input type="checkbox"/> Rent <input type="checkbox"/>		

CURRENT EMPLOYMENT You may be required to produce 1- Employer Verification letter signed & dated on your company letterhead 2- Paystubs 3- 10-40, W-2, 10-99 4- Other Income Taxpayer Identification.

Name of Employer	Address of Employer	City	State	Zip
Contact Name	Contact Phone #	How long on this Job	Dates (From-To)	
Your Position/Title/type of business		How long in this line of work / profession	<input checked="" type="checkbox"/> Check If: <input type="checkbox"/> Self Employed Independent Contractor <input type="checkbox"/>	

ANNUAL INCOME In Detail

Base Income	Overtime	Bonuses	Commissions	TOTAL
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If Self Employed, Independent Contractor or use overtime, bonus or commission income to qualify 1- Fluctuating income may be averaged 2- you may be required to produce 2 years Income Tax Documentation. 3- You are required to supply information about the Accountant that prepared your most recent income tax return.

Accountant Name	Phone #	Address
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ONE PER APPLICANT PLEASE!!!

EMPLOYMENT 2				
<input checked="" type="checkbox"/> Check one <input type="checkbox"/> Second Income Source Used to Qualify <input type="checkbox"/> Prior Employment				
Name of Employer	Address of Employer	City	State	Zip
Contact Name	Contact Phone #	How long on this Job	Dates (From-To)	
Your Position/Title/type of business		How long in this line of work / profession	<input checked="" type="checkbox"/> Check If: <input type="checkbox"/> Self Employed Independent Contractor <input type="checkbox"/>	

ANNUAL INCOME In Detail				
Base Income	Overtime	Bonuses	Commissions	TOTAL

ASSET ACCOUNTS You may be required to produce Monthly Account Statements				
<input checked="" type="checkbox"/> Check: Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money Market <input type="checkbox"/> Stock Investment <input type="checkbox"/> Other _____				
<input type="checkbox"/> Individual Account <input type="checkbox"/> Joint Account (Supply Spouse Name & SS#) _____				
<input type="checkbox"/> Corporate Account (Supply Tax ID #) _____				
Is This a Borrowing Account? <input type="checkbox"/> NO <input type="checkbox"/> Yes				

Name of Bank or Institution	Branch Address	Account #
Name(s) Exactly As they Appear on This Account	Branch Phone #	Contact Name

<input checked="" type="checkbox"/> Check: Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money Market <input type="checkbox"/> Stock Investment <input type="checkbox"/> Other _____				
<input type="checkbox"/> Individual Account <input type="checkbox"/> Joint Account (Supply Spouse Name & SS#) _____				
<input type="checkbox"/> Corporate Account (Supply Tax ID #) _____				
Is This a Borrowing Account? <input type="checkbox"/> NO <input type="checkbox"/> Yes				

Name of Bank or Institution	Branch Address	Account #
Name(s) Exactly As they Appear on This Account	Branch Phone #	Contact Name

References Other Than Family Members		
Name	Phone #	Relationship to you
Name	Phone #	Relationship to you

Department of Motor Vehicles Identification Must be Completed if Registered Motorist					
Motorist License ID #	State of License	Primary Vehicle License Plate	Manufacturer	Year	Model

AUTHORIZATION TO RELEASE INFORMATION I the applicant, give full authorization for an investigative report whereby third parties may be contacted to report on my character, general reputation, personal characteristics, mode of living, salary-income, consumer credit and banking-financial practices. I have the right to make a written request for disclosure of the nature, results and scope of this investigation. I may not however receive or view my consumer credit file. I agree to hold N2K Reporting harmless for any claims that may arise as a result of this investigation. I authorize Banks, Financial Institutions, Landlords, Business Associates, Credit Bureaus, Attorneys, Accountants and other persons or institutions with whom I am acquainted to furnish any and all information regarding me. This authorization also applies to any update reports which may be ordered as needed. I am willing that a photocopy or fax of this authorization be accepted with the same authority as this original.

My Printed Name _____ My Signature _____ Date of my Authorization _____



400 East 17th Street Corp.

MOVE-IN AND MOVE-OUT PROCEDURES

In order to facilitate a successful move-in/out, the following procedures are to be followed when moving furniture, furnishings, and/or personal property into or out of the buildings:

MOVE-IN / MOVE-OUT FEES AND DEPOSITS

The payment of the following fees is due at the time of closing (for unit purchases and sales) or at any time you submit the sublet application (for sublets). These fees apply to both moves IN and OUT of the buildings, and are payable by both the shareholder/seller who is moving out, and the prospective purchaser/sub lessee who is moving in.

- A. By certified check, bank check, or money order, the amount of FIVE HUNDRED DOLLARS (\$500), payable to 400 East 17th Street Corp., as a **security deposit for a move-in or move-out, which shall be refunded after final inspection by the Superintendent / Managing Agent and assurance that no damage has occurred during the move.**

All checks must be made payable to 400 East 17th Street Corp.

Please note that Shareholders who move out prior to a closing or a submission of a sublet application package must also submit to Excel Bradshaw Management Group the move-out fees and deposits required prior to scheduling a move-out date with the Superintendent. No refund checks will be issued unless you inform Excel Bradshaw of your forwarding address. The Superintendent will not schedule a moving date unless approval is received from the Managing Agent.

MOVE-IN/OUT SCHEDULING

Move in and out of the buildings **must occur between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.** It is very important that you schedule a moving date with the Superintendent at least one week before the move. This will allow the Superintendent to take the proper precautions, including the hanging of elevator padding, to prevent possible damage to common areas of the building. Please take this into consideration when you make arrangements with moving companies. There will be no exceptions to this policy.

An inspection of the common areas of the premises, including elevators will be made within a reasonable time after you move. If any damage has occurred, the managing agent will notify you in writing. The cost of repairs will be deducted from your deposit amount and the balance, if any, will be refunded to you. If there is any damage that exceeds the amount of your deposit, you will be required to pay the additional amount within ten (10) days of receipt of notification by the Managing Agent. If there is no



damage, the deposit will be refunded in full. Please note that the refund process will take 30-45 days, since confirmation of no damage must be received and refund checks drawn. Also, please be reminded that you must inform us of your new address if you are moving out of the building.

INSURANCE REQUIREMENTS

Please note that all moving companies who are hired to move you **in or out** of the buildings will be required to provide the Cooperative with the required Certificates of Insurance. This certificate will name 400 East 17th Street Corp. and Excel Bradshaw Management Group, LLC as additionally insured on their policy. The Certificate of Insurance requirements can be found within this package.

Please sign below indicating that you have read and agree to abide by all of the above procedures.

Print Name _____ Signature _____

Date _____



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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

Presence of lead-based paint and/or lead-based hazards (Check (i) or (ii) below):

(i) ---- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) ---- Lessor has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.

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 housing (list documents below).

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

Agent's Acknowledgement

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Lessee's Acknowledgement

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

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

400 East 17th Street Owners Corporation

House Rules

1. The public areas of the building and grounds shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.
2. Children shall not play in the public areas or stairways and shall not be permitted on the roof.
3. No public area shall be decorated or furnished by any lessee in any manner without the prior consent of all of the lessees to whose apartments such area serves as a means of ingress and egress; in the event of disagreement among such lessees, the Board of Directors shall decide.
4. No lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other lessees. No lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such lessee's apartment between the hours of 11:00 PM and the following 8:00 AM if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 AM and 5:00 PM.
5. No article shall be placed in the public areas nor shall anything be hung or shaken from the doors and windows, or placed upon the window sills of the building.
6. No awnings or ventilators shall be used in or about the building except such as shall have been expressly approved by the lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval, except air-conditioning units.
7. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the lessor or the managing agent.
8. No velocipedes, bicycles, scooters or similar vehicles shall be allowed to stand in the public areas.
9. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.
10. Water closets 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 or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closet or other apparatus shall be paid for by the lessee in whose apartment it shall have been caused.
11. No lessee shall send any employee of the lessor out of the building on any private business of a lessee.



400 East 17th Owners Corp.

House Rules Acknowledgement

Re: Apartment _____

I have received a copy and read the current House Rules for 400 East 17th Street Corp. and abide by them.

I also understand that I may not move into the building until:

- The Board of Directors has approved my application
- I/we have paid all required move-in fees and deposits and have scheduled a move-in date with the Superintendent.

Signed: _____ Date: _____

Signed: _____ Date: _____



400 East 17th Street Corp.

Delivery Procedure

Please note that all residents of the Cooperative must follow the following procedure when having any furniture or bulky appliances delivered to their units:

1. Superintendent must be informed at least 48 hours prior to delivery. This will allow the Super to hang the appropriate padding in the elevators to prevent damage to the elevators.
2. All items must be unpacked either outside the building or in the individual's apartment – not in the basement or other common areas of the building.
3. All boxes and packing materials must be removed by the delivery person. If it is left behind, the resident is responsible for breaking down and folding all packing, and the proper disposing and recycling of all materials.
4. **Any damage to the elevators, the lobby, or any other common areas of the building will be the sole responsibility of the resident.** Please note that the Management company will assess any damage and bill the Shareholder immediately if any damage is found.

Your cooperation and adherence to these policies will keep the elevators and common areas looking good for many years to come.

Thank you,

Your Board of Directors



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

Simple Steps To Protect Your Family From Lead Hazards

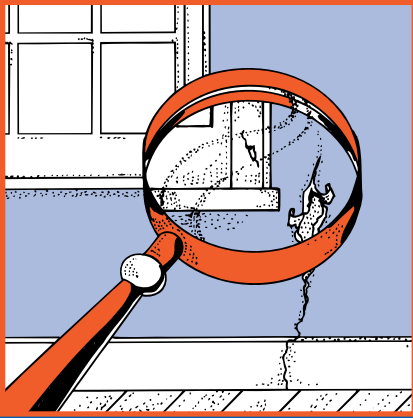
If you think your home has high levels of lead:

- ◆ 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:

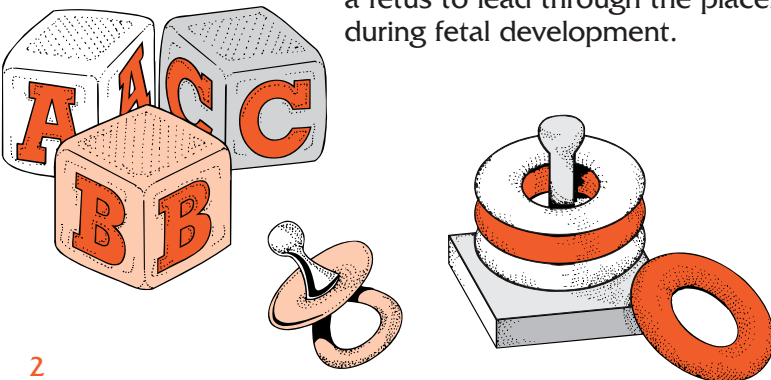
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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:

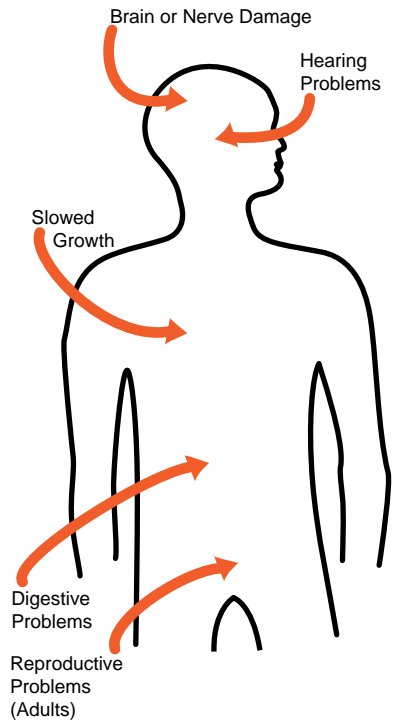
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.

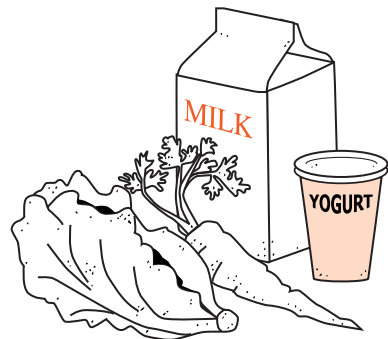
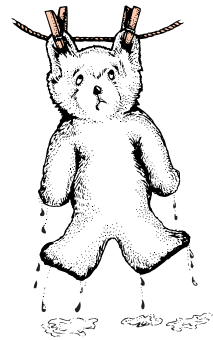
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

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.



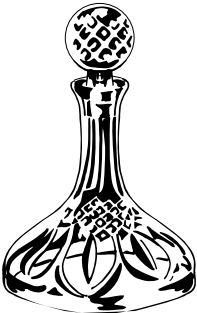
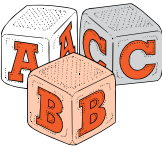
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



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/**.

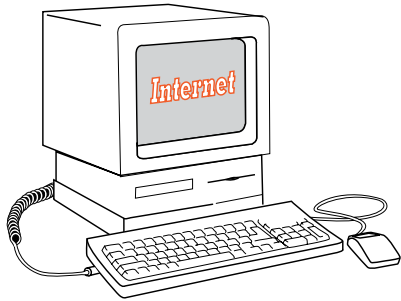


EPA's Safe Drinking Water Hotline

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.