

Section 14.7 Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

**Addendum to the By-Laws of  
The Deuce Condominium**

**RULES AND REGULATIONS  
of  
THE DEUCE CONDOMINIUM**

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member or a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employees, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building. No occupant of a Unit shall permit any of its agents, employees, contractors, licensees or invitees to congregate or loiter in any of the public areas of the Building.
2. No velocipedes, bicycles, scooters or baby carriages shall be allowed to stand in the public halls, passageways, or other public areas of the Building.
3. No article (including, but not limited to, garage cans, bottles, mats, plants, vases, flower pots or flower boxes) shall be placed or stored in any of the halls, on any of the staircases or on any fire escape of the Building, nor shall any fire exit thereof be obstructed in any manner.
4. Any storage room for Unit Owners shall be used by all Owners, in common, only for the storage of such articles as the Board, in its sole discretion, may determine. Supervision, management and control of the moving in, storing and removal of a Unit Owner's property from the storage room is vested in the Board. The use of the storage rooms, if any, shall be at the sole risk of the Unit Owner or other person using the same, and the Board, its agents, or the Managing Agents shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Board, its agents, the Managing Agent, or otherwise.
5. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or shall be dried or aired on any roof terrace in any manner visible from the street.
6. No awnings or other projections shall be attached to the outside walls or windows of the Condominium.
7. The Board or the Managing Agent shall have the right to prescribe the weight and position of safes and other objects of excessive weight and no safe or other object the weight of which exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon the Unit. All removals, the carrying in or out of the Building and the movement from floor to

floor within the Building of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description, shall take place only during such hours, in such elevators and under such restrictions as the Board may from time to time reasonably determine, which may involve overtime work for the Board's employees. Each occupant shall reimburse the Board for extra costs incurred by the Board in connection therewith. The persons employed to move the same in and out of the Building shall be reasonably acceptable to the Board.

8. Trash and refuse from the Units (other than the Commercial Unit, whose owner shall be responsible for its own trash and refuse removal) shall be disposed of only at such times and in such manner as the Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or roof terraces, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris other substance therefrom.

9. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, or stairways, of the Building, except in areas designated as recreational, if any, in the Declaration or by the Board.

10. The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

11. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the common Elements, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No unit Owner or any of his Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

12. There shall be no barbecuing in the Units, or in the Common Elements, except for those areas (if any) specifically for barbecuing by the Board.

13. No Unit owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or permit anything to be done therein that will interfere with the rights, comforts, or comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instruments or shall operate or permit to be operated a phonograph, radio, television or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.. No construction, repair works or other installation involving

noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

14. No bird, reptile, or animal shall be permitted, raised, bred, kept or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or in the sidewalk or street adjacent to the Building.

15. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

16. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Board or the Managing Agent in each instance. In the event that any Unit shall be used for home occupation or other permitted purposes in conformance with Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule of the Building.

17. No window guards or other window decorations shall be used in or about any Unit, except such as shall have been approved in writing by the Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surface of any window at the Property be colored or painted.

18. No ventilator or air conditioning device shall be installed in any Unit other than the Commercial Units without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

19. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed or at any window or other part of the Building, except such as are permitted pursuant to the terms of the Declaration and/or the By-Laws or shall have been approved in writing by the Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

20. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

21. Water-closets and other water apparatus, in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

22. Each Unit Owner shall keep his or her Unit and its appurtenant Limited Common Element in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

23. The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent may enter any room in the Building or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

24. The Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit with out liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

25. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the Managing Agent shall (except as provided in Rule 24 above) be liable for injury, loss, or damage of any nature whatsoever, directly resulting therefrom or connected therewith.

26. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

27. Unless the Board shall have consented to the same, the Board shall have the right to prohibit any advertising or identifying sign by an Occupant, other than signage for the Commercial Units which shall be approved by the Board, in the reasonable judgment of the Board, tends to impair the appearance or reputation of the Building or the desirability of the Building, and upon

written notice from the Board, such occupant shall refrain from and/or discontinue such advertising or identifying sign, unless the Board previously shall have consented to the same.

28. Canvassing, soliciting and peddling in the Building are prohibited and each occupant shall cooperate to prevent the same.

29. Any persons employed by an occupant to perform any repair, maintenance or janitorial work within such occupant's premises shall, while in the Building and outside of such occupant's premises, be subject to and under the control and direction of the Board (but not as an agent, servant or employee of the Board) and such occupant shall be responsible for all acts of such persons.

30. Whenever any occupant shall submit to the Board any plan, agreement or other document for the consent or approval of the Board, such Occupant shall pay to the Board on demand, a processing fee in the amount of the reasonable fees for the review thereof, including the services of any architect, engineer or attorney employed by the Board to review such plan, agreement or documents.

31. Occupants shall not cause or permit any Hazardous Material (hereinafter defined) to be used, stored, transported, released, handled, produced or installed in, on or from the premises of the Building, except items that are customary in comparable buildings and households, provided that the quantity of such items in the premises shall not exceed the quantities customary for such use and provided further that the presence or use of such items shall not violate any legal requirements. "Hazardous Materials" means any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos, or any material containing asbestos, or any other substance or material defined as hazardous or toxic in any Federal, state or local environmental law, ordinance, rule or regulations including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Acts, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing. In the event of a breach of the provisions of this Rule 31, the Board shall have the right, in addition, to all other rights and remedies of the Board under the Declaration and By-Laws or at law, to require the occupant to remove any such Hazardous Materials from the premises.

32. No occupant shall employ any contractor for the supplying of goods or services in or to his Unit or premises which shall be the cause of labor disharmony at the Building or involving the Unit of any other Unit Owner. Each occupant shall indemnify and hold harmless each Unit Owner from and against any loss, cost or liability (including reasonable attorneys' fees) incurred by such Unit owner as a result of any labor disturbance caused by the failure of such Occupant to comply with the provisions of this rule.

33. Complaints regarding the service of the Condominium shall be made in writing to the Board or to the Managing Agent.

**EXHIBIT G**

**MODEL ESCROW AGREEMENT AND FORM FOR DISPUTES  
REGARDING TRUST FUNDS**



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**ATTORNEY GENERAL  
OF THE STATE OF NEW YORK  
MODEL FORM  
FOR ESCROW AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between SHAO LIN OPERATING LLC (the "Sponsor") as the sponsor of the offering plan and RIVKIN RADLER LLP ("Escrow Agent") as escrow agent.

WHEREAS, SHAO LIN OPERATING LLC is the Sponsor of an offering plan to convert to condominium ownership the premises located 534 West 42nd Street, New York, New York, which premises are know as the DEUCE CONDOMINIUM; and

WHEREAS, Rivkin Radler LLP is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, Sponsor desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT

- 1.1 Sponsor and ESCROW AGENT hereby establish an escrow account with Escrow Agent for the purpose of holding or payments made by purchasers. The escrow account has been opened with North Fork Bank at its branch located at 424 Madison Avenue, New York, New York 10017.
- 1.2 The name of the account will be "Rivkin Radler LLP, as Escrowee".
- 1.3 Escrow Agent is the sole signatory on the account.
- 1.4 The escrow account shall be an interest-bearing account as disclosed in the offering plan.

- 1.5 The escrow account is not an IOLA established pursuant to Judiciary Law Section 497.

## 2. DEPOSITS INTO THE ESCROW ACCOUNT

- 2.1 All funds received from prospective or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow account shall be made payable to, or endorsed by the purchaser to the order of Rivkin Radler LLP, as Escrow Agent of 534 West 42nd Street Condominium offering plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five business days following receipt of such instrument by Escrow Agent. In the event of such return of funds, the instrument shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.
- 2.2 Within ten (10) business days after tender of the deposit submitted with a purchase agreement, Escrow Agent shall notify the purchaser of the deposit of such funds in the bank indicated in the offering plan, provide the account number, and disclose the initial interest rate. If the purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with these regulations and requisite notice was timely mailed to the purchaser.

## 3. RELEASE OF FUNDS

- 3.1 Escrow Agent shall not release the escrowed funds of a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve Sponsor of its fiduciary obligations pursuant to GBL Section 352-h.
- 3.2 Escrow Agent shall continue to hold the funds in escrow until otherwise directed in (a) a writing signed by the Sponsor and purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

- 3.3 Sponsor shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an order or rescission contained in the plan or an amendment to the plan or (b) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.
- 3.4 If there is no written agreement between the parties to release the escrowed funds, Escrow Agent shall not pay the funds to the Sponsor until Escrow Agent has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to Sponsor unless the purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and has so notified Escrow Agent in accordance with such provisions.

#### 4. RECORD KEEPING

- 4.1 Escrow Agent shall maintain all records concerning the escrow account for seven years after release of the funds.
- 4.2 Upon dissolution of a law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.
- 4.3 Escrow Agent shall make available to the Attorney General, upon his request, all books and records of Escrow Agent relating to the funds deposited and disbursed hereunder.

#### 5. GENERAL OBLIGATIONS OF ESCROW AGENT

- 5.1 Escrow Agent shall maintain the accounts called for this Agreement under the direct supervision and control of Escrow Agent.
- 5.2 A fiduciary relationship shall exist between Escrow Agent and Purchasers, and Escrow Agent acknowledges its fiduciary obligations.

6. RESPONSIBILITIES OF SPONSOR

- 6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to Escrow Agent.
- 6.2 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. TERMINATION OF AGREEMENT

- 7.1 The Agreement shall remain in effect unless and until it is canceled, by either:
1. Written notice by Sponsor or Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor Escrow Agent; or
  2. The resignation of Escrow Agent upon giving notice to Sponsor of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor Escrow Agent; or
  1. All shares or units offered pursuant to the plan have been sold and all sales transactions have been consummated.
- 7.2 Upon termination of the duties of Escrow Agent as described in paragraph 7.1 above, Escrow Agent shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by Escrow Agent to the new escrow agent.

8. SUCCESSORS AND ASSIGNS

- 8.1 This Agreement shall be binding upon Sponsor and Escrow Agent and their successors and assigns.

9. GOVERNING LAW

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION

10.1 Sponsor agrees that Escrow Agent's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to Escrow Agent, if any, shall not be deducted from escrowed funds by any financial institution under any circumstances.

11. SEVERABILITY

11.1 If any provisions of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT

- 12.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

RIVKIN RADLER LLP

By: \_\_\_\_\_

SPONSOR:

SHAO LIN OPERATING LLC

By: \_\_\_\_\_

Name:

Title:

**APPLICATION TO THE ATTORNEY GENERAL  
FOR A DETERMINATION ON THE  
DISPOSITION OF DOWNPAYMENTS**

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: \_\_\_\_\_  
Address of Building or Name of Project

File Number: \_\_\_\_\_

Application is made to the Attorney General to consider and determine the disposition of downpayments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name of Applicant \_\_\_\_\_
2. Address of Applicant \_\_\_\_\_
3. Name, Address, and Telephone Number of Applicant's Attorney (if any) \_\_\_\_\_  
\_\_\_\_\_
4. This is an application for  

☐ return of downpayment.  
☐ forfeiture of downpayment.  
☐ other: \_\_\_\_\_
5. The project is  

☐ a conversion of occupied premises.  
☐ newly constructed or rehabilitated.  
☐ vacant (as is).
6. The project is structured as  

☐ a cooperative.  
☐ a condominium.  
☐ a homeowners association.  
☐ a timeshare.  
☐ other: \_\_\_\_\_



7. Name and Address of Sponsor: \_\_\_\_\_  
\_\_\_\_\_
8. Name and Address of Escrow Agent: \_\_\_\_\_  
\_\_\_\_\_
9. If downpayments are maintained in an escrow account:
- (a) Name of account \_\_\_\_\_
  - (b) Name and address of bank \_\_\_\_\_
  - (c) Account number (if known) \_\_\_\_\_
  - (d) Initial interest rate (if known) \_\_\_\_\_
10. If downpayments have been secured by bonds:
- (a) Name and address of bond issuer or surety: \_\_\_\_\_  
\_\_\_\_\_
  - (b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND).  
If not included, explain:  
\_\_\_\_\_  
\_\_\_\_\_
11. If downpayments have been secured by a letter of credit:
- (a) Name and address of bank which issued the letter of credit: \_\_\_\_\_  
\_\_\_\_\_
  - (b) Date of expiration of the letter of credit, if known: \_\_\_\_\_  
\_\_\_\_\_

## 12. Plan information:

(a) Date of filing of plan: \_\_\_\_\_

## (b) Plan

☐ has been declared effective. Approximate date:☐ has not been declared effective.

## (c) If effective, the plan

☐ has closed or the first unit has closed. Approximate date:☐ has not closed.☐ don't know.

## (d) Downpayments are secured by

☐ escrow account.☐ bonds.☐ letter of credit.

## 13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed: \_\_\_\_\_

(c) Date(s) of downpayment(s): \_\_\_\_\_

(d) Total amount of downpayment(s): \_\_\_\_\_

(e) Names and addresses of subscribers or purchasers affected by this application:

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14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

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15. I am contemporaneously sending a copy of this application to the following persons:

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Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Telephone: (Home) (Business): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**EXHIBIT G**  
**CERTIFICATIONS**

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**CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS  
PURSUANT TO 13 NYCRR 20.4(b)**

November 9, 2007

**Investment Protection Bureau  
Real Estate Financing Section  
Office of the Attorney General  
120 Broadway, 23rd Floor  
New York, New York 10271**

**RE:   The Deuce Condominium  
      534 West 42nd Street, New York, New York**

**Gentlemen:**

**We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.**

**We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Office of the Attorney General in Part 20 and such other laws and regulations as may be applicable.**

**We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:**

- (i)     set forth the detailed terms of the transaction and be complete, current and accurate;**
- (ii)    afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;**
- (iii)   not omit any material fact;**
- (iv)    not contain any untrue statement of a material fact;**
- (v)     not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;**

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we:

1. knew the truth;
2. with reasonable effort could have known the truth;
3. made no reasonable effort to ascertain the truth; or
4. did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

SHAO LIN OPERATING LLC

By: 

Name: GARY SCHAEFFER

Title: President

By: 

Name: CYRIL MONTOYA

Title: Vice President

By: 

Name: SHANNON SHAE SPALTEN

Title: Vice President

  
GARY SCHAEFFER

  
CYRIL MONTOYA

  
SHANNON SHAE SPALTEN

Sworn to before me this  
13 day of December, 2007

  
Notary Public

ROSLYNE HAHN  
Notary Public, State of New York  
No. 49-51004  
Qualified in New York County  
Commission Expires May 15, 2011



**BRIAN E. BOYLE, AIA**

75 Spring Street 6th Floor  
New York, NY 10012  
212.334.7402  
Fax 212.334.6112

August 30, 2007

**CERTIFICATION OF SPONSOR'S ARCHITECT**  
**PURSUANT TO PART 20**  
**OF THE REGULATIONS ISSUED**  
**PRUSUANT TO GENERAL BUSINESS LAW**  
**ARTICLE 23-A AS AMENDED**

The sponsor of the offering plan to convert the captioned property to condominium ownership retained my firm to prepare a report describing the construction of the property (the "Report. I have examined the building plans dated January 26, 2007 and specifications that were prepared by my firm dated June 22, 2007, and prepared the Report dated August 30, 2007, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am a registered architect/licensed in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Office of the Attorney General in Part 20 insofar as they are applicable to this Report (addendum).

I have read the entire Report (addendum) and reviewed the facts set forth in the Report (addendum) and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report (addendum):

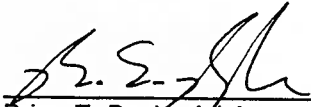
- (i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I examined;
- (ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I have examined;
- (iii) does not omit any material facts;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

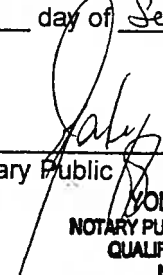
(vii) does not contain any representation or statement which is false, where I

- (a) knew the truth;
- (b) with reasonable effort could have known the truth;
- (c) made no reasonable effort to ascertain the truth; or
- (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

  
 Brian E. Boyle, A.I.A.

Sworn to before me this  
7 day of Sept, 2007

  
 Notary Public

**YOLANDA B. LATIFF**  
 NOTARY PUBLIC, STATE OF NEW YORK  
 QUALIFIED IN KINGS COUNTY  
 NO. 01LA6152333  
 MY COMMISSION EXPIRES 09-05-2010





“Company Letterhead”

GENERAL PROPERTY MANAGEMENT ASSOCIATES, INC.  
250 W. 57th St., Suite 2332, New York, N.Y. 10107-2332  
Telephone 212-757-5180 Facsimile 212-713-0907  
www.generalproperty.com

CERTIFICATION BY SPONSOR’S EXPERT AS TO ADEQUACY OF BUDGET  
PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER  
GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

July 28, 2008

New York State Department of Law  
Investment Protection Bureau  
120 Broadway, 23rd Floor  
New York, NY 10271

Re: Condominium Offering Plan – The Deuce Condominium (the “Condominium”),  
located at 534 West 42nd Street, New York, New York (the “Property”)

Dear Sir/Madam:

The Deuce Condominium, the Sponsor (“Sponsor”) of the Condominium Offering Plan (“Offering Plan”) for the Property, retained General Property Management to review Schedule B, with the footnotes thereto, containing projections of income and expenses for the first year of condominium operations. Our experience in this field includes more than 26 years in the real estate management business. We have managed more than 300 apartment houses in Manhattan and most of which are tenant-owned as cooperatives or condominiums. Jeff Brown, the President of this company, has been involved actively in the operation, management, and conversion of residential buildings to tenant-ownership since 1982.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law (Attorney General) in Part 20 insofar as they are applicable to Schedule B.

I reviewed Schedule B and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. I also relied upon my experience in managing residential buildings. I certify that the projections in Schedule B appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that Schedule B and accompanying notes thereto:

- (i) set forth in detail the projected income and expenses for the first year of condominium operation;

**"Company Letterhead"**

- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
- (iii) do not omit any material fact;
- (iv) do not contain any untrue statement of a material fact;
- (v) do not contain any fraud, deception, concealment or suppression;
- (vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) do not contain any representation of statement which is false, where I:
  - (a) knew the truth;
  - (b) with reasonable effort could have known the truth;
  - (c) made no reasonable effort to ascertain the truth; or
  - (d) did not have knowledge concerning the representation or statement made.

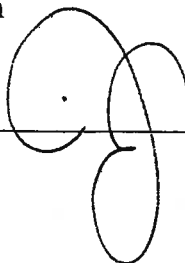
I further certify that I am not owned or controlled by the Sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This letter is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sincerely,

Jeff Brown

By: \_\_\_\_\_



Sworn before me this 28<sup>th</sup>  
day of July, 2008

Ruth Shoenthal

Notary Public

2171695 v1

RUTH SHOENTHAL  
Notary Public, State of New York  
No. 01SH6035760  
Qualified in New York County  
Commission Expires Jan. 3, ~~2009~~  
2010



GENERAL PROPERTY MANAGEMENT ASSOCIATES, INC.  
250 W. 57th St., Suite 2332, New York, N.Y. 10107-2332  
Telephone 212-757-5180 Facsimile 212-713-0907  
[www.generalproperty.com](http://www.generalproperty.com)

**CERTIFICATION BY EXPERT ON ADEQUACY  
OF COMMON CHARGES**

August 5, 2008

New York State Department of Law  
120 Broadway  
New York, New York 10271

Re: The Deuce Condominium  
534 West 42'd Street, New York, New York

The undersigned hereby certifies:

The Sponsor of the Condominium Offering Plan for the captioned property (the "Plan") retained our firm to prepare Schedule B ("Schedule B") which includes, among other things, projections of common charges payable by the Condominium/Commercial Unit Owner during the anticipated first year of condominium operation. Our certification is based on our experience in the management of residential and mixed-use cooperatives, condominiums, and rental properties.

General Property Management, a licensed Real Estate Broker, began operations approximately 27 years ago. We manage over fifty condominium and cooperative properties in New York City.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Commercial Unit identified in Schedule B.

We have reviewed Schedule B as it impacts on the Condominium/Commercial Unit and investigated the facts set forth in Schedule B and the facts underlying it with due diligence in order to form a basis for this Certification. We also have relied on our experience in managing residential and mixed-use buildings.

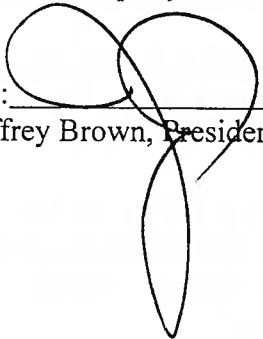
We certify that the projections in Schedule B for common charges payable by the Owner of the Condominium/Commercial Unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to the Commercial Unit during the projected first year of condominium operation, and that the allocation of common charges attributable to the Condominium/Commercial Unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

- (i) sets forth in detail the projected common charges for the Condominium/Commercial Unit for the first year of condominium operation;
- (ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning common charges payable by the Owner of the Condominium/Commercial Unit during the first year of condominium operation;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where we: (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth or (d) did not have knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan so that potential purchasers may rely on it. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Condominium/Commercial Unit for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

General Property Management

By:   
Jeffrey Brown, President

Sworn to before me this  
4<sup>th</sup> day of August 2008



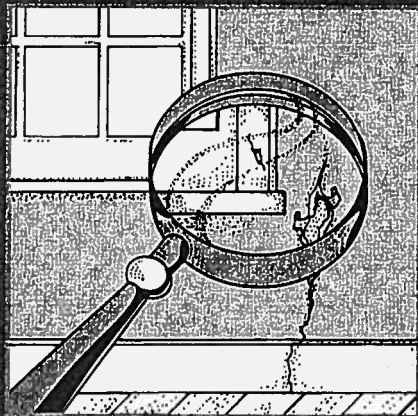
Notary Public

RUTH SHOENTHAL  
Notary Public, State of New York  
No. 01SH6035760  
Qualified in New York County  
Commission Expires Jan. 3, 2009  
2010

**EXHIBIT I**  
**LEAD PAINT INFORMATION**

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# Protect Your Family From Lead In Your Home



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?

---

**M**any 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.

**F**ederal 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

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

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

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**People can get lead in their body if they:**

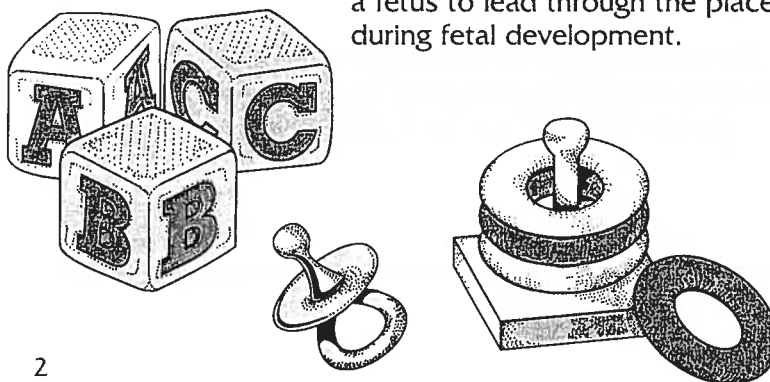
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**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:

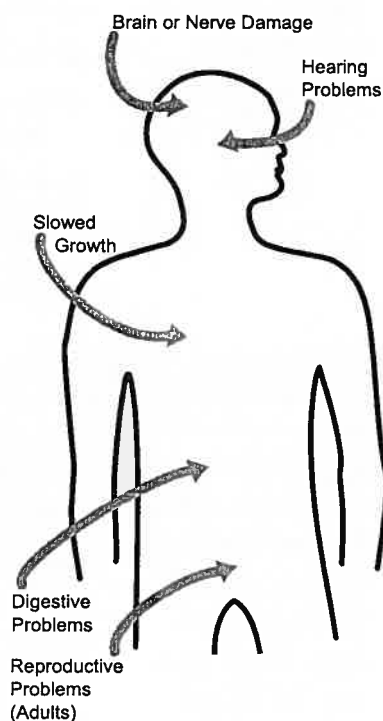
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

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**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

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**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

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**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.

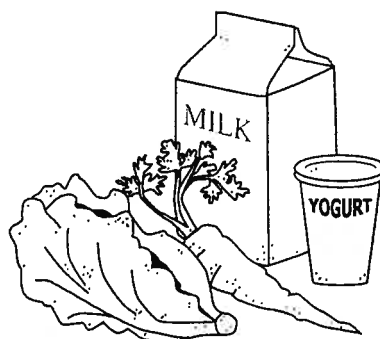


## What You Can Do Now To Protect Your Family

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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

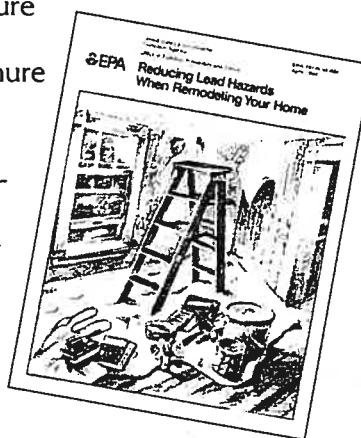
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **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.

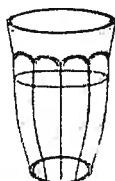


**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**



## Other Sources of Lead

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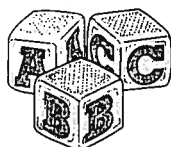
While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

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◆ **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.



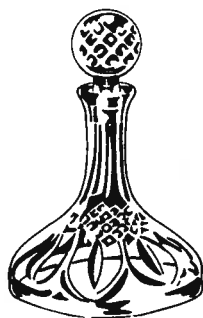
◆ **Old painted toys and furniture.**

◆ **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.



## 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

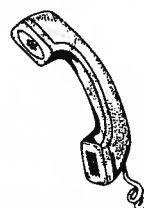
Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.

## For More Information

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### 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](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

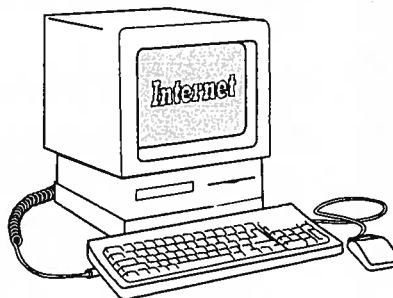


### EPA's Safe Drinking Water Hotline

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](http://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](http://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

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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  
(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

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND LEAD-BASED PAINT HAZARDS**

360

**Lead Warning Statement**

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

**Seller's Disclosure (initial)**

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
[ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
[ ] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and reports available to the seller (check one below):  
[ ] Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
[ ] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

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

**Agent's Acknowledgment (initial)**

- \_\_\_\_\_ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date



**EXHIBIT J****SECTION 339-kk OF THE REAL PROPERTY LAW**

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## Section 339-kk.

Rents. (a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit. (b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association. (c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim. (d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement. (e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

**EXHIBIT K**  
**DESCRIPTION OF LAND**

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## LEGAL DESCRIPTION

**ALL** that certain plot, piece and parcel of land, situate and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

**BEGINNING** at a point on the southerly side of West 42nd Street at the center of a party wall distant 396 feet 3 inches westerly from the southwesterly corner of West 42nd Street and 10th Avenue;

**RUNNING THENCE** southerly parallel with 10th Avenue and part of the way through a party wall, 98 feet 9 inches to the center line of the block between 41st and 42nd Streets;

**THENCE** westerly along said center line of the block and parallel with West 42nd Street, 19 feet and 7 inches;

**THENCE** northerly parallel with 10th Avenue, 98 feet 9 inches to the southerly side of West 42nd Street running in part through the center of a party wall of a house and lot adjoining said premises on the west;

**THENCE** easterly along the southerly side of West 42nd Street, 19 feet 7 inches to the point or place of **BEGINNING**.

**TOGETHER WITH** the benefit of the Grant of Right and Easement to Maintain an Encroachment on Adjoining Premises made between Federal Express Corporation and Shao Lin Operating LLC, dated December 7, 2007 and recorded February 14, 2008 CRFN 2008000063636.

**EXHIBIT L****LIST OF PROPERTIES/DEVELOPMENTS  
MANAGED BY GENERAL PROPERTY MANAGEMENT**

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# General Property Management

250 W. 57<sup>th</sup> St

New York, NY 10107

Prince Lower Fifth  
1804 Third  
79 Washington  
255 Cabrini A.Anc  
244 W. 56<sup>th</sup> St  
211 W. 19<sup>th</sup> St  
735 9<sup>th</sup> Ave  
1527 York  
4 St. Marks  
142 E. 33  
29 E. 37<sup>th</sup> St  
39 W. 71  
231 W. 96  
255 Cab. Low  
423 E. 75<sup>th</sup>  
Dorie Miller  
Wakefield Coop

301 E. 85<sup>th</sup>  
420 W. 46  
323 E. 8th  
2 Grove  
604 Riverside  
151 W. 28<sup>th</sup> St  
228 Ave B  
17-19 W. 108  
9 E. 97<sup>th</sup> St  
345 e. 19  
127 W. 28  
1154 1  
705 9  
231 W. 96<sup>th</sup>  
109 E. 29  
71 Wash  
311/311 E. 60<sup>th</sup> St  
23-25 Greene  
69 Washington  
210 E. 17<sup>th</sup> St  
124 Thompson  
Dance Condo  
32-34 Greene  
85 Washington  
126 E. 28<sup>th</sup>  
255 Cabrini Condo

2611 Fredrick Douglas/Bradhurst

124 W. 93<sup>rd</sup> /Westerly

606 St Nick

330 W. 141<sup>st</sup>

32 W. 128<sup>th</sup> St

319 W. 116<sup>th</sup> St

India St.

69 E. 130<sup>th</sup> St

803 W. 180<sup>th</sup> St

331 E. 8<sup>th</sup> St

313 W. 88<sup>th</sup> St

**EXHIBIT M**  
**ASSIGNMENT AND ASSUMPTION OF**  
**STORAGE UNIT LICENSE**

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## ASSIGNMENT AND ASSUMPTION OF LICENSE

**ASSIGNMENT AND ASSUMPTION OF LICENSE** (the "Assignment") dated as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ between SHAO LIN OPERATING LLC ("Assignor") and \_\_\_\_\_ ("Assignee").

### Recitals

Assignor is the Licensee under that certain license (the "License") dated \_\_\_\_\_ by and between The Deuce Condominium ("Condominium") for a Storage Unit number \_\_\_\_\_, all as more particularly described in the License.

### **KNOW ALL MEN BY THESE PRESENTS THAT:**

For and in consideration of the payment of the sum of \$ \_\_\_\_\_ and other good and valuable consideration given by Assignee, Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the License.

**TO HAVE AND TO HOLD** the same unto the Assignee, its heirs, executors, successors and assigns from this day forward for all of the rest of the term (and any renewals or extensions) mentioned in the License, subject to rents, covenants, conditions and provisions therein also mentioned. The foregoing assignment is expressly made without representation or warranty (either expressed or implied) of any nature or kind, or recourse against Assignor in any event.

AND the Assignee hereby assumes the obligations and performance of all of the terms, covenants and conditions contained in the License on the tenant's part to be performed thereunder, including the payment of license fees relating to the period after the date hereof, from and after the date hereof, with the same force and effect as if Assignee had executed the License originally as an original signatory.

Assignee shall indemnify, hold harmless and defend Assignor, its members, officers, agents and their respective successors and permitted assigns (each, an "Assignor Party"), from any and all demands, actions, damages or losses, liabilities, costs and expenses, including reasonable attorneys' fees, of any nature whatsoever, directly or indirectly asserted against, imposed upon or incurred by any Assignor Party on or subsequent to the date hereof, arising out of or in any way related to the obligations, duties and liabilities under the License arising on or subsequent to the date hereof. The burden of this indemnity provision shall not be assigned by Assignee without the prior consent of Assignor.

This Assignment shall be governed in accordance with the laws of the State of New York. Neither this Amendment nor any term or provision hereof may be amended, modified or terminated, and no obligation, duty or liability of any party hereto may be released, discharged or waived, except in writing signed by all parties hereto.

**IN WITNESS WHEREOF**, the Assignor and Assignee have set their hands and seals on the date first above written.

ASSIGNOR:

SHAO LIN OPERATING LLC

BY: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_

STATE OF NEW YORK     )  
                                      : SS.:  
COUNTY OF                     )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
                                      : SS.:  
COUNTY OF                     )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862.

2. The second part is a report from the Secretary of the Treasury, dated January 3, 1862.

3. The third part is a report from the Secretary of the Interior, dated January 3, 1862.

4. The fourth part is a report from the Secretary of the Navy, dated January 3, 1862.

5. The fifth part is a report from the Secretary of the War, dated January 3, 1862.

6. The sixth part is a report from the Secretary of the State, dated January 3, 1862.

7. The seventh part is a report from the Secretary of the Army, dated January 3, 1862.

8. The eighth part is a report from the Secretary of the Navy, dated January 3, 1862.

9. The ninth part is a report from the Secretary of the War, dated January 3, 1862.

10. The tenth part is a report from the Secretary of the State, dated January 3, 1862.

11. The eleventh part is a report from the Secretary of the Army, dated January 3, 1862.

12. The twelfth part is a report from the Secretary of the Navy, dated January 3, 1862.

13. The thirteenth part is a report from the Secretary of the War, dated January 3, 1862.

14. The fourteenth part is a report from the Secretary of the State, dated January 3, 1862.

15. The fifteenth part is a report from the Secretary of the Army, dated January 3, 1862.

16. The sixteenth part is a report from the Secretary of the Navy, dated January 3, 1862.

17. The seventeenth part is a report from the Secretary of the War, dated January 3, 1862.

18. The eighteenth part is a report from the Secretary of the State, dated January 3, 1862.

19. The nineteenth part is a report from the Secretary of the Army, dated January 3, 1862.

20. The twentieth part is a report from the Secretary of the Navy, dated January 3, 1862.