

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

243 West 98th Condominium—Purchase Application and Required Documents

The following is a list of the items you are required to submit for the Board's review. All of the required documents must be assembled into a complete package of **one (1) original and one (1) collated copy** and delivered to Kyrus Realty Group, Inc., 263 West 38th Street, Suite 15E, New York, NY 10018. **DO NOT DUPLICATE HOUSE RULES.** Please retain the copy included in this package for your information.

1. Purchase Application (Enclosed)
2. Executed Contract of Sale (Please include all riders, side letter agreements, etc., executed in connection with the contract)
3. Financial Information (Enclosed)
4. Notice of Intention to Sell Condominium Unit (Enclosed)
5. Power of Attorney (Enclosed)
6. Signed Credit Report Release (Enclosed)
7. Authorization to Protest Real Estate Taxes form (Enclosed)
8. Last two (2) year's Income tax Returns (include W-2's)
9. Letter from current landlord/management agent verifying status of tenancy
10. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
11. Two (2) personal letters of recommendation for each purchaser
12. In the event of corporate Purchase the following documents must be submitted
 - a) Certificate of financial statement for the last 2 years;
 - b) List of all shareholders holding more than 5% of the outstanding shares of the corporation;
 - c) Corporate Resolution certified by the Secretary of the Corporation evidencing authority for the purchase of the unit;
 - d) List of all persons who will be authorized to reside in or occupy the unit.
 - e) For new corporations; if Financial Statements are not available; you must submit 2 years personal tax returns for each shareholder of the corporation
13. House Rules Acknowledgement
14. Signed New York City: Window Guard/Lead Paint Notice

Upon receipt of a completed package and after verification of all financial data and references, the application will be submitted to the Board of Managers for review.

Schedule of Fees—Due with Application

1. **Move-out Deposit: \$1,000 Check**, payable to **243 West 98th Condominium**. This check will be returned to the seller after the move-out is complete. In case of damage to the building, the cost of repairs will be deducted from this deposit.
2. **Move-in Deposit: \$1,000 Check**, payable to **243 West 98th Condominium**. This check will be returned to the purchaser after the move-in is complete. In case of damage to the building, the cost of repairs will be deducted from this deposit.
3. **Condominium's Processing Fee: \$350 certified check or money order** payable to **243 West 98th Condominium**.
4. **Managing Agent's Processing Fee: \$550 certified check or money order** payable to **Kyrus Realty Group, Inc.**
5. **Credit Check Fee: \$100.00 per applicant**. This check is non-refundable and made payable to **Kyrus Realty Group, Inc.**

Insurance Requirements

Upon approval of your application and prior to moving in/moving out of the building, we must be provided with an insurance certificate from your moving company, naming the following:

1. The purchaser(s) must be named as insured; Please include the building address and unit number on the insurance certificate.
2. 243 West 98 Condominium and Kyrous Realty Group, Inc. must be named as additional insured.

Proof of Workers Compensation and Disability insurance is required and must be included on the insurance certificate.

Please note that move- ins/move outs will not be permitted if we are not provided with an insurance certificate. Please ask your moving company to fax a copy of the insurance certificate to the office of the managing agent @ 212-302-3855, prior to your scheduled move in date.

Please submit all documents for processing to the office of the Managing Agent:

Kyrous Realty Group, Inc.
263 West 38th Street, Suite 15E
New York, New York 10018.

Upon receipt of the complete application the package will be submitted to the Board of Managers for review.

Please allow 30 days for processing this application.

Move In Procedures

1. Move-ins/ move-outs are permitted on Monday thru Friday between the hours of 9:00 a.m. until 4:00 p.m. only, and must be coordinated with the managing agent at least three days before your scheduled move-in date.
2. No weekend or Holiday move ins or move -outs are permitted. Moving in or out during unapproved times may result in the forfeiture of your deposit.
3. Move-in and move-outs will be monitored by building personal. The individual will control access to the building and the use of the lobby space and the elevator by the moving company during the move. The fee will be charges to the Unit Owner and must be paid upon billing. If the fee is not paid upon billing it will be deducted from the Owners move in deposit if not paid within 2 weeks of move-out.
4. On the day of move-in or move -out, the unit owner or movers must contact the building superintendent in person prior to starting the move, and must contact the superintendent again in person at the conclusion of the move.
5. At the start of any move-in or move-out, the superintendent will conduct an inspection of all common areas used during the move including, but not limited to the foyer, the lobby, the stairwells, the elevator, and any and all floor hallways used during the move-in or move-out to assess existing conditions prior to the start of the move. The superintendent will note down, or a designated form the existing conditions. The unit owner, mover or representative of either may accompany the superintendent for this purpose, and may sign the inspection form to indicate acknowledgment of the conditions prior to the move.
6. At the conclusion of the move-in or move -out, the superintendent will conduct an inspection of all common areas used during the move including, but not limited to the foyer, the lobby, the stairwells, the elevator, and any and all floor hallways used during the move-in or move-out t assess and damages. The superintendent will note down, or a designated form any and all new damage caused by the move. The unit owner, mover or representative of either may accompany the superintendent for this purpose, and may sign the inspection form to indicate acknowledgement of the conditions at the conclusion of the move. At its sole discretion, the Board or the Managing Agent will price the cost of repair to any damage that occur during the move and will charge the cost of those repairs to the unit owner. The unit owner shall pay the cost of the repairs promptly when they are charged. If the cost of the repairs is less than the amount of move-in, move-out deposit, the unit owner may elect to pay for them from the deposit, but must replenish the deposit within 30 days.
7. Any failure to comply with the terms of the sublease application may result in forfeiture of the move-in, move-out deposit. No sub-tenant will be permitted to move in if the unit owner is not in full compliance with the terms of the sub-lease application at the time of the move.

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IMPORTANT NOTICE

Please Read Carefully

Kyrous Realty Group, Inc. realizes that this application contains sensitive personal information. We require the social security number for each applicant (and each other adult occupant of the apartment) on the authorization to obtain Credit Report Information (see Credit Report Release). This is the only place on the application requiring a social security number, but social security numbers may be contained on other documents that you are submitting (e.g. tax returns, contracts of sale). Before submitting these documents, please blacken out or otherwise obliterate the social security number as Kyrous Realty Group, Inc. cannot be responsible for the security of this information if it is included in these documents.

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Purchase Application - Applicant Information

Name(s): _____

SS#: _____

SS#: _____

Present

Address: _____

Apartment to be occupied by:

Applicant(s) Yes No

Occupants _____

Years at this address: _____

Do you own your present residence?

Yes No

Relationship _____

CURRENT EMPLOYER INFORMATION:

Employer: _____

Business

Address: _____

Nature of Business: _____

Office Phone: _____

Position: _____

PREVIOUS EMPLOYER INFORMATION:

Employer: _____

Annual Salary: \$ _____

Length of Employment: _____

Business

Address: _____

Office Phone: _____

SPOUSE'S EMPLOYER INFORMATION:

Employer: _____

Length of Employment: _____

Office Phone: _____

Business

Address: _____

Position: _____

Nature of Business: _____

Annual Salary: \$ _____

Length of Employment: _____

BROKER INFORMATION:

Name: _____

ATTORNEY INFORMATION:

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

-continued

Are there any outstanding judgments against you? Yes No

If Yes, please explain: _____

Do you have any diplomatic immunity or other special status? Yes No

If Yes, please explain: _____

Have you ever declared bankruptcy or are involved in a bankruptcy procedure? Yes No

If Yes, please explain: _____

Names of all clubs and society memberships, fraternities and honorary societies to which applicant belongs: _____

Schools and colleges attended by husband, wife and children: _____

Names of all residents in the building known by the applicant: _____

Does applicant wish to maintain any pets in the apartment, and if so, please specify with full information: _____

Do you own or rent another residence, and if so, where? _____

PERSONAL & BUSINESS REFERENCES

PERSONAL REFERENCE#1:

Name: _____

Address: _____

Phone: _____

Relationship: _____

BUSINESS REFERENCES

Name: _____

Address: _____

Phone: _____

PERSONAL REFERENCE#2:

Name: _____

Address: _____

Phone: _____

Relationship: _____

Person to verify Applicant's Employment or Applicant's Supervisor

Name: _____

Address: _____

Phone: _____

FINANCIAL REFERENCES

PERSONAL ACCOUNTS: CHECKING

Bank Name: _____

Account No: _____

Address: _____

PERSONAL ACCOUNTS: CHARGE CARD#1

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#3

Account Name: _____

Account No: _____

Exp. Date: _____

BUSINESS ACCOUNTS: CHECKING

Bank Name: _____

Account No: _____

Address: _____

Applicant Signature

Applicant Signature

PERSONAL ACCOUNTS: SAVINGS

Bank Name: _____

Account No: _____

Address: _____

PERSONAL ACCOUNTS: CHARGE CARD#2

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#4

Account Name: _____

Account No: _____

Exp. Date: _____

CLOSEST LIVING ADULT RELATIVE

(Not intending to reside with Applicant)

Name: _____

Address: _____

Phone: _____

Relationship: _____

Date: _____

Date: _____

EMERGENCY CONTACT INFORMATION

APPLICANT INFORMATION:

Person to call in the event of an emergency

Contact Name: _____

Residence Phone: _____

Relationship: _____

Office Phone: _____

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

Applicant Name

Applicant Name

Applicant Signature

Applicant Signature

Address: _____

Address: _____

Attach additional pages if necessary.

ASSETS	Applicant	Co-Applicant	LIABILITIES	Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Bonds & Stocks <i>(See schedule)</i>			To Others		
Investment in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivables			Automobile		
Real Estate Owned <i>(See schedule)</i>			Other		
Automobiles: Year: Make:			Other Accounts Payable		
Personal Property & Furniture			Mortgages Payable on Real Estate <i>(see schedule)</i>		
Life Insurance Cash Surrender Value			Unpaid Real Estate Taxes		
Retirement Funds/IRA			Unpaid Income Taxes		
401K			Chattel Mortgages		
KEOGH					
Profit Sharing/Pension Plan			Outstanding Credit Card Loans		
Other Assets			Other Debts <i>(itemize)</i>		
TOTAL ASSETS			TOTAL LIABILITIES		
			NET WORTH		
COMBINED ASSETS			COMBINED NET WORTH		

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SOURCE OF INCOME	Applicant	Co-Applicant	CONTINGENT LIABILITIES	Applicant	Co-Applicant
Base Salary			Endorser or Co-maker on Notes		
Overtime Wages			Alimony Payments (Annual)		
\$Bonus & Commissions			Child Support		
\$Dividends and Interest Income			Defendant in any legal action?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Income (<i>itemize</i>)			Any unsatisfied judgments	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
TOTAL			Ever filed for bankruptcy	Yes <input type="checkbox"/> No <input type="checkbox"/>	
COMBINED TOTAL			Explain		

PROJECTED COMBINED MONTHLY EXPENSES	Applicants
Maintenance	
Apartment Financing	
Other Mortgages	
Bank Loans	
Auto Loan	
TOTAL	

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SCHEDULE OF STOCKS AND BONDS

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

SCHEDULE OF REAL ESTATE

Description	Cost	Actual Value	Mortgage Amount	Maturity Date

SCHEDULED 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 statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that the same is a full and correct exhibit of my/our financial condition.

Applicant Signature

Date: _____

Applicant Signature

Date: _____

Notice of Intention to Sell

To: Board of Manager
243 West 98th Condominium

Name of
Unit Owner: _____

Unit: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

In accordance with the regulations and procedures adopted by the Board of Managers under the Declaration By-Laws of the 243 West 98th Street Condominium Association, I/We hereby submit to the Board of Managers (the "Board") this Notice of Intention to Sell the above described property to the party or parties (and only those parties) named below and upon the terms specified in the attached sale. The tender to and receipt by the Board of this notice when completed in its entirety shall constitute valid notice of my Intention to Sell the above described property to the party or parties (and only those parties) named below and upon the terms specified in the attached sale. The tender to and receipt by the board of this notice when complete in its entirety shall constitute valid notice of my intention to sell the unit.

The notice does not constitute a building obligation of any kind by either Unit Owner, Purchaser or Condominium. Unit Owner will have a maximum of 60 days within which to complete the sale after receiving a waiver from the Board of Managers. If such a sale is not consummated in 60 days, Unit Owner will have a maximum of 60 days within which to complete the sale after receiving a waiver from the Board of Mangers. If such sale is not consummated within 60 days, Unit Owner shall be required to again comply with the "right of first refusal requirements."

No written or oral representation or agreements by salesperson, brokers or others are to be binding on Unit Owner, Purchaser, Condominium or agent unless included in the Contract of Sale.

The undersigned represents that the Contract of Sale described above shall be made strictly in accordance with the provisions of the By-Laws of the condominium and agrees to deliver promptly to the Board all such further information with respect to the offer as the Board may reasonably request.

The undersigned acknowledge that the Board has a 15 day period* commencing after the date of receipt from the managing agents of satisfactorily completed application (including both this notice and the receipt of such additional information concerning this offer which the Board may reasonably request) to exercise its right of first refusal to purchase the apartment on the terms specified herein and in the By-Laws. The undersigned hereby request that if the Board

elects to waive or release such right of first refusal, it deliver to the Unit Owner a certificate to that effect, pursuant to the provisions of the By-Laws.

The Undersigned acknowledge that they are aware that all alterations must be approved by the Board of Managers prior to the commencement of any alterations (including demolition). Applications for alteration approval may be obtained from Kyroux Realty Group, Inc.

If the Board or its designee shall fail to accept such offer within thirty (30) days after receipt of this Notice by Certified Mail together with all supporting documents which the Board may reasonably require, and the unit owner does not, within a reasonable period accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer and fail to close the title of such unit together with its appurtenant interests in the common elements, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of the By-Laws.

Attached is the complete Prospective Purchaser Application as required by the Board of Managers together with the proposed Contract of Sale.

Signature of Unit Owner

Date

*Applicants should therefore allow a minimum of 30 days from the date of delivery of documents to the managing agent for the entire waiver process and should set the proposed closing date accordingly.

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On behalf of the Board of Managers, I take this opportunity to caution you that the Board must insist on its receipt of all required documentation in support of your request before initiating the processing of your request for a waiver of its Right of First Refusal. The Board of Managers has fifteen (15) days after receipt by certified mail of the Notice of Intention to Sell and all documentation required herein within which to deliberate on the request for a waiver of its Right of First Refusal. The giving of said notice shall constitute an offer by the Unit Owner to sell his/her unit to the Board of Managers on behalf of all other Unit Owners upon the same terms and conditions as contained in such offer.

The Board of Managers has fifteen (15) days from the receipt of said notice to either (1) elect to purchase said unit upon the same terms and conditions as the offer of (2) waive the right of first refusal of said offer. Unit Owner and applicant should therefore allow a minimum of thirty (30) days from the date of delivery of all documents to management for the entire waiver process and set the proposed closing date accordingly.

If the Board of Managers fails to accept said offer within fifteen (15) days of receipt, the unit owner will have sixty (60) days to consummate the sale.

Exceptions include the sale to a spouse, adult child, parents, parents-in-law or adult sibling, where all that is initially required is written notices as to the name of the occupant and his/her relationship to the Unit Owner.

Deliberation by the Board of Managers will not begin until all eight (8) complete sets of documentation are received. Please govern your actions accordingly.

AUTHORIZATION TO PROTEST REAL ESTATE TAXES

THE 243 WEST 98 CONDOMINIUM

**243 West 98th Street
New York, New York**

I hereby authorize the Board of Managers to protest the Real Estate Tax Assessment levied on my unit and execute on my behalf the necessary Application for Correction and Petition to Review the said Assessment and retain the law firm of Sonnenschein, Sherman & Deutsch for this purpose.

This authorization shall be effective until revoked in writing.

My unit is designated as Block 1870 Lot _____, Apartment No. _____.

The Board of Managers shall have the authority to settle and accept on my behalf any reduction of the Assessment they deem fair and equitable.

(Print Name)

(Signature)

DOCUMENT NUMBER 4

EXHIBIT E TO THE DECLARATION OF
THE 243 WEST 98 CONDOMINIUM

UNIT OWNER'S POWER OF ATTORNEY

Any terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known both as THE 243 WEST 98 CONDOMINIUM and by the street number 243 WEST 98TH STREET, NEW YORK, NEW YORK 10025, under Article 9-B of the Real Property Law of the State of New York, dated _____, 19____, and recorded in the New York County office of the Register of The City of New York on _____, 19____, in Reel _____, at page _____ (hereinafter referred to as "Declaration"), or (b) in the By-Laws of THE 243 WEST 98 CONDOMINIUM (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned _____,
residing at _____,
the owner of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") known as Unit No. _____ in THE 243 WEST 98 CONDOMINIUM, said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot _____, in Block 1870 of Section 7 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, (does)(do)¹ hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owner's respective Common Interests, subject to the provisions of the By-Laws then in effect, (1) (a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of paragraph (C) of Section 6.2 of the By-Laws, (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises

1. delete inapplicable parenthetical

POWER OF ATTY.

that the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned (does)(do)² hereby irrevocably nominate, constitute and appoint Sponsor or Commercial Unit owner as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units or Commercial Units and/or the reapportionment of the Common Interest of the affected Unsold Units or Commercial Units resulting therefrom made by Sponsor or its designee in accordance with Article 12 of the Declaration or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any Unit in THE 243 WEST 98 CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned (have)(has) executed this Unit Owner's Power of Attorney as of the _____ day of _____, 19____.

(SEAL)

2. delete inapplicable parenthetical

POWER OF ATTY.

UNIFORM FORM CERTIFIED ACKNOWLEDGMENT

(Within New York State)

STATE OF NEW YORK)

)SS:

COUNTY OF NEW YORK)

On the _____ day of _____, 2015, before me, the undersigned, personally appeared _____, personally know 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(is), and that by his/her/their signature(s) on the instrument, the individual(s), acted executed the instrument.

Notary Public

STATE OF NEW YORK)

)SS:

COUNTY OF NEW YORK)

On the _____ day of _____, 2015, before me, the undersigned, 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(is), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s), or the person upon behalf of which the individual(s), acted, executed the instrument.

Notary Public

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of **243 West 98th Condominium**, to request and receive any and all information from any credit bureaus, previous employers, law enforcement agencies, and references.

I (we) will hold harmless and/or release Kyrous Realty Group, Inc. and **243 West 98th Condominium** from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, and criminal activity checks.

Each Applicant and all adults who will reside in the Unit must complete Credit Report Release.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Name: _____

Date of Birth: _____

Social Security #: _____

Age: _____

Address: _____

Employer's Company Name _____

Address: _____

Applicant Signature

Date: _____

*Duplicate for Additional Applicants

Addendum to the By-Laws of
THE 243 WEST 98 CONDOMINIUM
RULES AND REGULATIONS
OF
THE 243 WEST 98 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.

2. No velocipedes, bicycles, scooters, or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for that purpose and only through the service entrance.

5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. The storage rooms of the Building shall be used by all Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Condominium Board, in its sole discretion, may determine. Supervision, management and control of the storing in and removal of a Unit Owner's property from the storage rooms is vested in the Condominium Board. The use of the

storage rooms shall be at the sole risk of the Unit Owner or other person using the same, and the Condominium Board, its agents, or the Managing Agent 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 Condominium Board, its agents, the Managing Agent, or otherwise.

7. The laundry and drying apparatus in the laundry room of the Building shall be used in such manner and at such times as the Condominium Board or the Managing Agent may direct. 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 open terrace or patio.

8. No refuse from the Units shall be sent to the cellar of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, 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 or other substance therefrom.

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

10. The Condominium 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 be 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 Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her 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 or her Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her 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 designated for barbecuing by the Condominium 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 or her Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, 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 work, 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 Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium 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, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, patios, terraces, or other public portions of the building, or on the sidewalk or street adjacent to the Building.

15. No Unit Owner shall install any plantings on any terrace or patio, without the prior written approval of the Condominium Board. Plantings shall be contained in boxes of wood, lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace or patio surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace or patio, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

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 Condominium Board or the Managing Agent in each instance. In the event that any Unit shall be used for home out-patient purposes in conformance with the Declaration and the By-Laws, no patients, clients or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

17. Unless expressly authorized by the Condominium Board in each instance, not less than eighty percent of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

18. No window guards or other window decorations shall be used in or about any Unit, except such as shall be required by law or shall have been

approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

19. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

20. 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 on or at any window or other parts 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 Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

21. 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.

22. 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.

23. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

24. The agents of the Condominium Board or the Managing Agent and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room 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.

25. The Condominium 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 Condominium 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 or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium 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 without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

26. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her 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 Condominium Board nor the Managing Agent shall (except as provided in Rule 25 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

28. 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.

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

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

The 243 West 98 Condominium
243 West 98th Street
New York, New York 10025

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED

TO: ALL UNITHOLDERS

FROM: BOARD OF MANAGERS
THE 243 WEST 98 CONDOMINIUM

DATE: JULY 29, 1999

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM'S RULES AND REGULATIONS. FOLLOWING IS A NEW RULE 31 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE:

31. A Unit Owner shall be required to pay the Condominium, as a fine, the sum of \$25.00 per day per Unit for each day the Unit Owner allows a prohibited condition to continue unabated after receipt of notice of the prohibited condition. Notwithstanding the foregoing, if the prohibited condition is such that it cannot be immediately abated, then, provided that Unit Owner immediately undertakes to abate the prohibited condition and diligently pursues such abatement, then no fine shall be imposed. Prohibited conditions exist when a Unit Owner:
- (A) makes, causes, or permits any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Unit Owner's Unit or otherwise permits interference with the rights, comforts or conveniences of the other Unit Owners or other inhabitants of the Building;

- (B) fails to keep the Unit Owner's Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws, including the maintenance of a nuisance, violation, or other improper, offensive and unlawful conduct or condition in connection with the subject Unit;
- (C) maintains objects in the common areas of the Property (except for storage areas) without written permission from the Condominium Board;
- (D) installs any ventilator or air conditioning device in the Unit Owner's Unit or otherwise in or on the Property without the prior written approval of the Condominium Board; and
- (E) uses water-closets and other water apparatus in the Building for any purpose other than those for which they were designed, including placing sweepings, rubbish, grease or any other inappropriate article or substance into same.

The Condominium will invoice the offending Unit Owner on a monthly basis. Fines are payable upon receipt of the invoice. Should the Condominium fail to receive payment within 30 days from issuance of an invoice, without further notice from the Board, interest will accrue at the rate of 1% per month until all invoiced fines and interest are paid. Should the Board institute legal proceedings to enforce a Unit Owner's obligation to pay fines or interest, the Board shall be further entitled to payment of its costs and expenses, including attorneys' fees, incurred in its enforcement efforts.

RESOLUTION OF THE BOARD OF MANAGERS OF THE 243 WEST 98 CONDOMINIUM

The following resolution was duly adopted by the Condominium Board at a regular meeting held on July 8, 2003, after a discussion, on motion duly made by the Board of Managers and upon a unanimous vote:

RESOLVED, that the Rules and Regulations are amended by adding the following as Rule 32:

32. The use of Storage Lockers shall be rented for use by resident/unit owners only.

Upon subletting a unit, the rental of storage locker will be terminated within 30 days of approval of the sublet, and any or part of the annual rental fee shall be reimbursed to the unit owner.

Storage bins are not transferable with the sale of a unit.

The 243 West 98 Condominium
243 West 98th Street
New York, NY 10025

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

TO: ALL UNIT OWNERS
FROM: BOARD OF MANAGERS
DATE: JUNE 1, 2018

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM'S RULES AND REGULATIONS. THE FOLLOWING IS A NEW RULE#33 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE.

33. As of the date of adoption of this rule, smoking is prohibited in all of the common areas of the building as required by all applicable laws, including in the elevators, hallways, stairways, lobby, amenity facilities, as well as in areas within 25 feet of any entrance to or egress from the building. No person shall smoke in the areas where smoking is prohibited by this rule or permissmoking by any occupant, agent, tenant, invitee, guest, friend, or family member in such areas.

Provided that it does not create unreasonably disturbing secondhand smoke that interferes with the rights, comforts, or conveniences of other residents, and subject to applicable law and the condominium's governing documents, smoking is currently permitted inside a resident's individual apartment unit. The unit owner is responsible for any secondhand smoke entering the common areas or other apartment units from the resident's individual apartment unit and has an obligation to put into effect measures to ensure secondhand smoke does enter into common areas or other apartment units.

The smoking of illegal substances is prohibited in all areas of the building.

The term "smoking" as used in this rule includes inhaling, exhaling, burning, carrying or otherwise handling or controlling any lit, heated or smoldering cigar, cigarette, electronic cigarette, herbal cigarette or non-tobacco smoking product, water pipe, vaping device, pipe, or any form of lighted object or device which contains tobacco or tobacco products.

A notice setting forth this smoking policy will be displayed prominently in the building's lobby. The building's board reserves the right to revise and/or amend this current smoking policy.

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

243 West 98th Condominium-Letter to Board of Managers

The Board of Directors
243 West 98th Condominium
243 West 98th Street
New York, NY 10003

Re: 243 West 98th Street Condominium
Unit #: _____

Dear Board of Managers:

I (We) have received, read, understand and agree to abide by the House Rules for
243 West 98th Condominium

Signature of Applicant

Date

Signature of Applicant

Date

The 243 West 98 Condominium
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite 15E
 New York, NY 10018-5851

KEEP
 THIS COPY

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

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

Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.

- You must notify your landlord in writing if a child under 6 comes to live with you during the year.
- If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.

These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

Window Guards

By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).

- ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
- It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4¹/₂ inches above or below the guard, on the side of the guard, or between the bars.

These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.

Fill Out and Detach the bottom part of this form.

Please check all boxes that apply

- A child age under 6 years of age (5 years or younger) lives in my apartment.
- A child under 11 years of age (10 years or younger) lives in my apartment and:
 - Window guards are installed in all windows as required.
 - Window guards need repair.
 - Window guards are NOT installed in all windows as required.
- No child under 11 years of age (10 years or younger) lives in my apartment:
 - I want window guards installed anyway.
 - I have window guards, but they need repair.

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

Deadline for return: February 15, 2011

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

DOHMH-approved: November 05, 2010

The 243 West 98 Condominium
 c/o Kyrous Realty Group, Inc.
 263 West 38th Street, Suite 15E
 New York, NY 10018-5851

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DOHMH-approved: November 05, 2010



NEW YORK CITY Residential Recycling Guide

Full recycling is back in America's largest city! Here are some simple pointers on what to recycle and how.

Paper & Cardboard

YES

Newspapers, magazines & catalogs

White or colored paper

All mail (even envelopes with plastic windows), wrapping paper, etc.

Smooth cardboard

Cereal and other dry-food boxes, etc.

Paper bags

Flattened cardboard

Place paper and cardboard recyclables in a clear bag or green-labeled container. Note that paper milk and juice cartons (rinsed) should be placed in the container with metal, glass and plastic.

NO

Plastic- or wax- coated paper

Candy wrappers, take-out containers, etc.

Carbon paper

Heavily soiled paper or cardboard

Hardcover books

Metal, Glass & Plastic

YES

Metal cans

Food, aerosol (empty), etc.

Foil wrap & trays

Plastic bottles & jugs

For detergent, soda, milk, juice, water, etc.

-any bottle where the neck is smaller than the body

Glass bottles & jars

Milk and other beverage cartons

Household metal including:

- Wire hangers
- All metal appliances (from washing machines and stoves to toasters and irons)*
- All indoor and outdoor metal furniture, including cabinets and window screens
- Metal pots and pans, cutlery and utensils

*Call 311 before discarding appliances that contain CFC gas, such as refrigerators and air conditioners.

NO

Motor oil or chemical containers

Styrofoam

Cups, egg cartons, etc.

Food containers

For yogurt, margarine, take-out, salad bar, etc.

Plastic bags, wrap or film

Sandwich wrap, grocery or dry cleaning bags, etc.

Plastic trays or tubs

For microwave, etc.

Plastic utensils, plates, cups, bowls

Plastic appliances, toys, furniture

Lightbulbs

Pane glass

Pump spray nozzles

Caps or lids

Household batteries

Rinse metal, glass and plastic items and place them in a clear bag or blue-labeled container. Throw away caps and lids with your regular trash. To collect the 5-cent deposit on beverage containers such as beer and soda bottles and cans, redeem them at a neighborhood store instead of putting them in with your recycling.

For more information, call the city information line at 311 or visit the New York City Recycles website at www.ci.nyc.ny.us/html/dos/html/bw_home/index.html

To find this guide online, go to www.nrdc.org/cities/recycling/

Natural Resources Defense Council
40 West 20th Street, New York, NY 10011 | 212 727-2700
www.nrdc.org