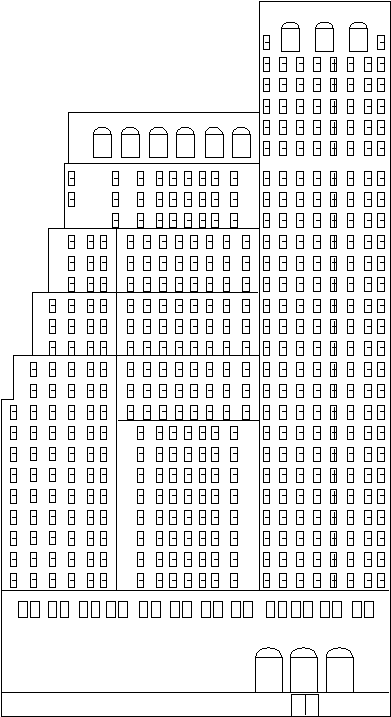
**St. George Tower and Grill Owners Corp.**

111 Hicks Street, Brooklyn Heights, New York 11201

# *Sale Application Package*

Complete this on your computer: This application package is available as a “fill-in” Microsoft Word file, which you can download from our web site: [www.111HicksStreet.com](http://www.111HicksStreet.com)

**IMPORTANT:**

Please direct all inquiries to the Building Manager’s office. You **must** make an appointment with the Building Manager to review and submit the completed package. Submitted applications are reviewed once a month by the Admissions Committee. The monthly deadline for submission of a Sale Application package can be obtained from the Building Manager. Late submissions will be kept for review the following month.

Managing Agent: AKAM Associates

Building Manager’s Site Office Phone (718) 802-1976

Ms. Maja Cobaj Fax (718) 522-4397

email: [manager@111hicksstreet.com](mailto:manager@111hicksstreet.com)

AKAM Associates (Main Office) Phone (212) 986-0001

260 Madison Avenue, 12th Floor Fax (212) 986-0002

New York, NY 10016

***111 Hicks Street, Front Desk Phone (718) 855-2391***

**REVISED: November 2015**

St. George Tower and Grill Owners Corp.

Sale Application Package

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### How Does the Application Process Work?

**Admissions Process**

After you submit the required materials, we will verify your references, obtain a credit report, and distribute the application materials to the Admissions Committee for review.Based on the initial evaluation, the committee will recommend whether to interview you or not. **If an interview is recommended, all applicants and all prospective residents are required to attend a personal interview with the Admissions Committee. Interviews are held once per month.** The committee will review your application and make a non-binding recommendation to the board of directors. Please note that additional information may be required by the board. If so, you will be obligated to submit this information within a reasonable period of time. The board will vote on your application at their monthly meeting, usually one week after the Admissions Committee meeting. You can call our on-site manager (718 802-1976) the day after the board meeting to learn the result. A copy of our house rules and procedures is included in this package; please review them closely prior to an interview with the Admissions Committee.

All submitted application packages (including the original), become the property of the St. George Tower and Grill Owners Corp. All information submitted to the committee is strictly confidential and will not be reproduced or kept by committee members. The original copy of the application is kept on file for the co-op’s records. All other copies are collected after the Admissions Committee meeting and subsequently destroyed. In compliance with federal, state, and city law, the St. George Tower and Grill Owners Corp. does not discriminate in its admissions policy based on age, alien status, children (or childless state), country of national origin, creed, disability, gender (including gender identity), lawful occupation, marital status, military status, partnership status, race, religion, or sexual orientation.

**Closing**

If your application is approved, you should consult with your attorney and contact the AKAM main office (212-986-0001), with three tentative dates for a closing. The seller must pay a closing fee to AKAM Associates, for **$700**. If the closing is held outside the AKAM offices, an additional fee of $300-$500 will be charged, depending on location. Also, the St. George Tower and Grill Owners Corp. requires that the purchaser present a certificate of insurance (**co-op homeowner's policy**) at the closing. The insurance policy should include minimum liability coverage of **$300,000**.

**Important**: A move-out by the current owner must take place before the date of closing. Applications or contracts of sale in which the current owner is allowed to remain in the apartment or to store their belongings in the apartment after closing, even for only a few days, will not be accepted. Similarly, a move-in by the new owner can only take place after the date of closing.

**Moving in**

If your application is approved, you will need to schedule a date and time for your move in with our site manager (718-802-1976; manager@111HicksStreet.com). Moves are strictly limited to one per day and are permitted only on Monday, Wednesday, Thursday, or Friday. Moves must start and finish between 9 am and 5pm. and cannot happen on national holidays. This minimizes disturbances to other residents and allows the resident manager to coordinate use of the service elevator.

Two checks, payable to “St. George Tower and Grill Owners Corp.” must be submitted to the site manager before your move can commence: one check for **$150** is a move-in fee; the second check for **$500** is a damage deposit. The damage deposit check of **$500** will be returned to you unless you or your mover causes damage to common areas of the building. Similarly, a **$150** fee and **$500** deposit are required for moving out of the building. All household furnishings and items must be moved only through the service entrance on Clark Street, and you may use only the service elevator. A member of the building staff will be assigned to watch this entrance during your move to maintain building security, but note that the co-op is not responsible for the security of your possessions.

### General Information and FAQs

**Maintenance payments**

Maintenance payments are due on the first of each month. Bills are prepared and distributed several days in advance by the managing agent: AKAM Associates, Inc. Checks must be made out to St. George Tower & Grill and mailed to AKAM in the envelope provided. Maintenance payments must arrive at AKAM by the 15th of each month or a late fee of $50 will be charged. A fee of $75 is charged for a check returned by the bank. Checks may not be left at the front desk or with the building manager. An automated debit system (termed “ACH”) is also available through AKAM. Please ask at the management office for an enrolment form after your closing is completed.

**Who can live in my apartment at the St. George?**

As described in the proprietary lease, only shareholder(s) or those listed in this application as proposed residents can live in an apartment at the St. George. Immediate family members can visit and, by prior arrangement with the shareholders, stay in the apartment temporarily, even if the shareholder(s) are away from home. However, friends, colleagues, and relatives other than immediate family members can not stay in the apartment if the shareholder(s) are not present, even for a day or two, unless special arrangements are made and permission is granted by the board of directors. Similarly, shareholders may not sublet an apartment without permission from the board, and this can only be granted for short periods under restricted circumstances (see “Sublets” under “House Rules” in this package). Finally, under no circumstances are shareholders permitted to have roommates, subtenants, or other long-term residents, other than immediate family members or partners, without the permission of the board.

**What if I want to renovate my apartment?**

Major renovations (e.g., removing or installing walls, renovating bathrooms and kitchens) must be approved by the building committee (which reports to the board of directors) after you submit written details in a renovation package. Minor renovations and work such as: installation of carpets, new appliances, delivery of furniture, and so forth must also be coordinated with the resident manager and office. All work must be carried out on weekdays between 9 am to 5 pm. If your application is approved and you want to carry out renovations, please discuss this with the building manager first. The renovation package, containing guidelines, forms, and a list of documents to be submitted for renovations, is available from the management office or as a PDF file on our website ([www.111HicksStreet.com](http://www.111HicksStreet.com)).

### How to Prepare Your Application Package

This package contains forms that you will need to complete and submit together with copies of various documents. To use, **click the gray fields or use the Tab key to move between fields** and type the information into the field or check the appropriate box. **DO NOT hit the “Enter” or “Return” keys.** You can save and edit the file, making changes or corrections as you gather and verify the needed information.

When your forms are completed, print them and collate with the required documents—see “Required Forms and Documents” in the next section. **Note that forms F and G must be signed, while forms C and H must be signed and notarized**. Form J must be signed by the current shareholder/owner as well as the applicant.

**Important Guidelines & Recommendations**

1. The Board of Directors of the St. George Tower and Grill Owners Corp. requires that sales in the building include a **minimum 20% down payment.** Packages with less will not be considered.

2. The board will **only** accept applications which contain financing that has a standard fixed rate, 10 to 30 year term.

3. Generally the board will not approve applications for which the proposed use of the apartment is something other than as a shareholder's primary residence.

4. Applications received after the monthly deadline (**1:00 p.m. on deadline date**) will be held for review until the following month. No exceptions.

5. Please **take time to carefully review the application and complete all the necessary forms**, as it will take at least several hours to complete and collate all the information. Incomplete packages cannot be accepted or reviewed.

6. If you don’t have access to a computer, you can fill in a paper copy of the forms by hand. In this case, neat lettering, rather than cursive writing, is required.

7. **Create and submit 9 sets of forms and documents as outlined below (Full requirements listed on next page under “Required Forms and Documents”):**

* **One (1) original set with all account numbers and information clearly listed. This set must include sections 1 to 15 listed on next page under “Required Forms and Documents”.** This original will be kept under lock and key in the building office.
* **Eight (8) sets, preferably with all account information & social security numbers redacted, or blacked out. The eight sets should only include sections 1 to 9 listed on next page under “Required Forms and Documents”.** These copies will be distributed to the Admissions Committee for review, and later shredded.
* Place each set in a 3-ring or similar binder. Application accuracy, neatness, and organization are all important. The committee appreciates index tabs to help find each section more easily. Illegible or unreadable applications will be returned and will not be reviewed.
* Also,please submit **three (3) original Recognition Agreements,** signed by **both** the **borrower** and **bank representative.**

### Required Forms and Documents

Each applicant must provide the documents listed below. On the enclosed forms, **space is provided for an applicant and a co-applicant, if applicable.** In the case of three or more applicants, please use appropriate copies or additions. Note that the board **cannot accept applications for apartments whose current shareholders are in arrears or otherwise in default of the proprietary lease**. Shareholders who are unable to cure the default before closing the sale will have to petition the board for an exemption before the application will be considered.

**In your application package, assemble the forms and documents in the following order:**

1. Application Overview (Form A).
2. Personal and Financial Information (Form B).
3. Letters of reference for each applicant:
   1. Confirmation of employment, position and salary from your present employer.
   2. Reference from your present landlord or managing agent, if applicable.
   3. Two personal reference letters.
4. Copies of Federal income tax returns for the last two years, complete with all schedules and attachments, for all applicants.
5. Copies of W2 forms for the last two years & last two pay stubs for all applicants.
6. Copies of most recent bank and brokerage account statements for all applicants. This must include all statements relevant to the finances listed on Form B, including checking, savings, and brokerage accounts.
7. A copy of the fully executed contract of sale.
8. Mortgage commitment (if there is bank financing).
9. Recognition Agreement (if there is bank financing) (Form C, or an equivalent form provided by your bank or mortgage broker). You must submit three (3) original, signed Recognition Agreements.

**The below forms are only required to be included in the original set, please do not include them in the eight additional sets:**

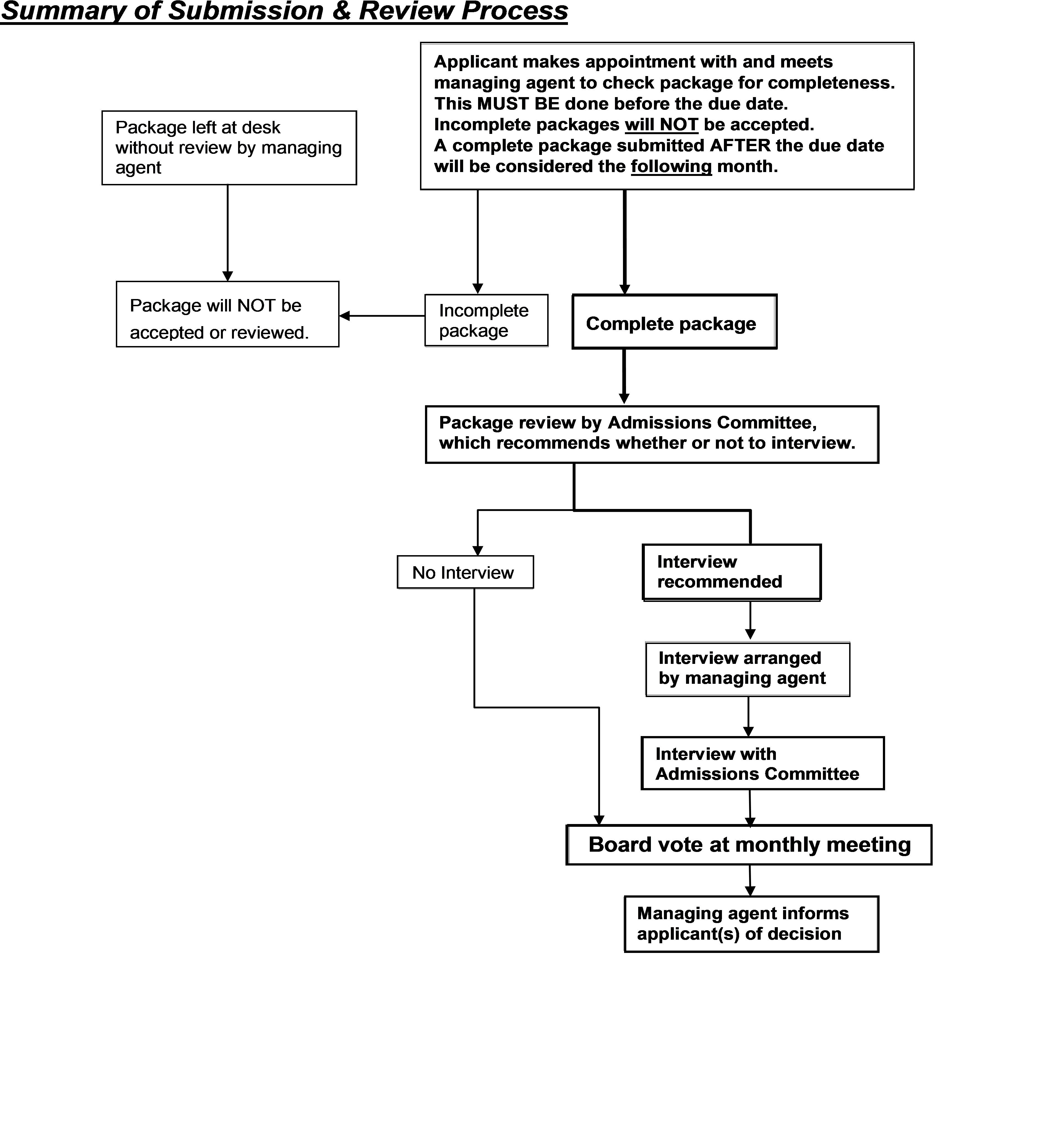
1. Co-operative Stock Purchase Application (Form D). This form must be notarized.
2. Authorization for Credit Investigation (Form E). Please submit a separate form for each applicant. The original copy must be accompanied by a $50 payment for each applicant, made payable to The St. George Tower & Grill. This form does not contain computer “fill-in” fields – please print the form and then write in the required information**.**

***List continues on next page…..***

1. Window Guard Requirement (Form F).
2. House Rules Agreement (Form G).
3. Lead-Based Paint Affidavit (Form H); this form must be notarized.
4. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (Form J). This form must be signed by the seller and the applicant.

**Note: We require that you meet with the on-site building manager** so that the application package can be thoroughly reviewed for accuracy and completeness. This appointment must be set for two or more days prior to the deadline. Thank you.

If you have questions about the application forms or the required documents, please look on the building’s website ([www.111hicksstreet.com](http://www.111hicksstreet.com)) **or** ask the building manager, whose contact information is on the front page of this document.



All Forms (A-K) & House Rules

Follow This Page

Form A. **Overview of Application (Please complete all sections)**

1. Apt. No.:

2. Sale price: $

3. Amount of down payment: $  Amount to be financed: $

4. **Source of down payment** or of entire payment if this is a cash purchase (check all that apply):

Cash/Savings Amount: $

Please briefly list name of bank(s)

& account type(s)

Gift Amount: $

Name of donor and relationship to applicant:

In the application package, please include a **signed and notarized** letter from the donor concerning the gift.

Other Amount: $

Please explain the source of these additional funds:

5. Check if you currently: **Own** an apartment or house

**Rent** an apartment or house

**Other:**

Please briefly provide details:

6. If you currently own your residence, are you planning to sell it? Yes  No

Is the purchase at 111 Hicks Street dependent on this sale? Yes  No

If “Yes” to either, please provide details:

7. List the names of all applicants, in whose name(s) the co-op shares will be held:

Applicant 1:  Daytime phone # **(     )    -**

Applicant 2:  Daytime phone # **(     )    -**

Applicant 3:  Daytime phone # **(     )    -**

8. List the names of all proposed **residents** of the apartment. If these are different from the proposed shareholders, please note relationship to applicants (e.g., self, spouse, daughter),. For residents over age 18, please complete the section “Personal Information For Non-shareholder Applicants” at the end of Form C (page 22 of this package).

Resident 1:  Relationship to applicant:

Resident 2:  Relationship to applicant:

Resident 3:  Relationship to applicant:

Resident 4:  Relationship to applicant:

9. Will the apartment at 111 Hicks St. be your primary residence? Yes  No

Will the apartment at 111 Hicks St. be your only residence? Yes  No

10. Please note any other pertinent information in the box below, or, if the purchase is particularly complicated, include a letter of explanation.

≈ END OF FORM A ≈

Form B. **Residence, Employment & Financial Information**

|  |  |  |
| --- | --- | --- |
| Date: | Applicant | Co-applicant (if applicable) |
| Name: |  |  |
| Current address: |  |  |
| \*Dates of residence: | to | to |
| Home telephone no. | **(     )    -** | **(     )    -** |
| Work telephone no. | **(     )    -** | **(     )    -** |
| Social Security No. |  |  |
| e-mail address |  |  |
| Citizenship: |  |  |
| Visa status (if not US citizen) |  |  |
| Occupation: |  |  |
| Title: |  |  |
| Employer:  Address:  Telephone number: |  |  |
| **(     )    -** | **(     )    -** |
| Nature of Work: |  |  |
| \*Period of Employment: | years | years |
| Educational Background: |  |  |
| Professional Background: |  |  |

\***Only** i**f your residence or employer has changed in the last three (3) years, please provide those details in the following section**.

**PREVIOUS RESIDENCE/EMPLOYER:** Please complete the relevant sections of this page **ONLY** if your residence or employer has changed in the last three (3) years.

|  |  |  |
| --- | --- | --- |
|  | Applicant | Co-applicant |
| Name: |  |  |
| **PREVIOUS** HOME ADDRESS: |  |  |
| Dates of residence: | to | to |
| PREVIOUS OCCUPATION: |  |  |
| Title: |  |  |
| **PREVIOUS** employer:  Address:    Telephone number: |  |  |
| **(     )    -** | **(     )    -** |
| Nature of Work: |  |  |
| Period of Employment: | years | years |

**DETAILS OF APARTMENT SALE:**

Purchase price $

Down payment $

Down payment as % of purchase price  %

**Mortgage**

Amount to be financed (mortgage) $

Mortgage interest rate  %

Mortgage Term  years

Mortgage type Fixed rate

Please provide name, address, and telephone number for each of the following:

###### Seller: Name:

###### Address:

###### Phone: **(     )    -** E-mail Address:

###### Seller’s Attorney: Name:

###### Address:

###### Phone: **(     )    -** E-mail Address:

###### Seller’s Broker: Name:

###### Address:

###### Phone: **(     )    -** E-mail Address:

###### Applicant’s Broker: Name:

###### Address:

###### Phone: **(     )    -** E-mail Address:

###### Applicant’s Attorney: Name:

###### Address:

###### Phone: **(     )    -** E-mail Address:

###### Applicant’s Mortgage Lender: Name:

###### Address:

###### Phone: **(     )    -** E-mail Address:

**ASSETS and LIABILITIES:**

As of (date):

|  |  |  |  |
| --- | --- | --- | --- |
| **Current Value of Assets** | **Applicant** | **Co-Applicant** | |
| 1. Cash (i.e., actual currency, not money in banks) | $ |  | $ |
| 2. Checking Accounts (Note 1) | $ |  | $ |
| 3. Savings Accounts (Note 2) | $ |  | $ |
| 4. Funds In Escrow | $ |  | $ |
| 5. Marketable Securities (Note 3) | $ |  | $ |
| **Subtotal**: **Liquid assets (*add lines 1–5*)** | $ |  | $ |
| 6. Non-Marketable Securities (Note 4) | $ |  | $ |
| 7. Real Estate Owned (Note 5) | $ |  |  |
| 8. Automobiles/Pleasure Craft Owned (Note 6) | $ |  | $ |
| 9. Vested Interest In Retirement Fund (Note 7) | $ |  | $ |
| 10. Net Worth of Business Owned (Note 8) | $ |  | $ |
| 11. Other Assets (Note 8) | $ |  | $ |
| **TOTAL ASSETS**: | $ |  | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| **Current Liabilities** | **Applicant** | **Co-Applicant** | |
| 1. Credit Card/Installment Debt Payment (Note 9) | $ | $ | |
| 2. Other Unsecured Loans (Note 9) | $ | $ | |
| 3. Mortgage Loans (Note 9) | $ | $ | |
| 4. Automobiles/Pleasure Craft Loans (Note 9) | $ | $ | |
| 5. Other Secured Loans (Note 9) | $ | $ | |
| 6. Other Liabilities (Note 10) | $ | $ | |
|  |  |  |  |
| **TOTAL LIABILITIES**: | $ |  | $ |
| **NET WORTH ( = Total Assets** – **Liabilities):** | $ |  | $ |

**IMPORTANT**: **1. Attach copies of most recent statements for ALL bank and brokerage accounts.**

1. **Please complete all relevant notes on the next three pages and check totals for accuracy.**

**NOTES TO ASSETS:**

**NOTE 1:** Checking Accounts

|  |  |  |  |
| --- | --- | --- | --- |
| Name of account holder | Bank | Account # | Balance |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| **TOTAL IN CHECKING ACCOUNTS**: | | | $ |

**NOTE 2:** Savings Accounts

|  |  |  |  |
| --- | --- | --- | --- |
| Name of account holder | Bank | Account # | Balance |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| **TOTAL IN SAVINGS ACCOUNTS**: | | | $ |

**NOTE 3:** Marketable Securities

|  |  |  |
| --- | --- | --- |
| Name of account holder | Type of Security / Account # | Balance |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
| **TOTAL MARKETABLE SECURITIES:** | | **$** |

**NOTE 4:** Non-Marketable Securities

|  |  |  |
| --- | --- | --- |
| Name of account holder | Type of Security / Account # | Balance |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
| **TOTAL NON-MARKETABLE SECURITIES**: | | $ |

**NOTE 5: Property Owned**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Address of property | Type of property | Cost of property | Present market value | Amount of mortgage and loans |
|  |  | $ | $ | $ |
|  |  | $ | $ | $ |
|  |  | $ | $ | $ |

**NOTE 5: Rental Income**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Address of property | (A)  Monthly GROSS rental income | (B)  Monthly mortgage payments | (C)  Monthly taxes, insurance, maintenance, upkeep, etc. | Monthly NET rental income  = (A)-(B)-(C) |
|  | $ | $ | $ | $ |
|  | $ | $ | $ | $ |

**NOTE 6: Automobiles & Pleasure Craft**

|  |
| --- |
| IndicateMake, model, & year: |

**NOTE 7: Vested Interest in Retirement Funds**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of account holder | Name of Fund | Account # | Current Balance |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| **TOTAL IN RETIREMENT FUNDS**: | | | $ |

**NOTE 8: Other Assets**

Note: Any items or collectibles listed with a value of over $10,000 must include a formal appraisal.

|  |
| --- |
| Briefly describe: |

**NOTES TO LIABILITIES:**

**NOTE 9:** Please provide the following information for **ALL** debt (including mortgages, credit cards, student loans, home equity loans, alimony etc.).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Creditor name | Name of account holder & account number: | Monthly payments | # of months left | **Total Unpaid balance** |
|  |  | $ |  | $ |
|  |  | $ |  | $ |
|  |  | $ |  | $ |
|  |  | $ |  | $ |
|  |  | $ |  | $ |
|  |  | $ |  | $ |
|  |  | $ |  | $ |
|  |  | $ |  | $ |

**NOTE 10:** Other Liabilities

|  |
| --- |
|  |

**RECENT FINANCIAL INFO:**

List **INCOME** amounts received in the **LAST CALENDAR YEAR**:

|  |  |  |
| --- | --- | --- |
| Amount received **LAST CALENDAR YEAR** from**:** | Applicant | Co-applicant |
| Salary: | $ | $ |
| Commission: | $ | $ |
| Bonuses: | $ | $ |
| Dividends: | $ | $ |
| Interest: | $ | $ |
| Rent: | $ | $ |
| Alimony/Child Support: | $ | $ |
| Sale of Capital Assets: | $ | $ |
| Other (Itemize): | $ | $ |
| **Total:** | $ | $ |

Here, please list your **Total Monthly Gross Income:** $

**MONTHLY HOUSING EXPENSES:**

Please list your current and projected monthly housing costs as follows:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Monthly Expenses** | CURRENT | | **PROJECTED** | | \*Other (Specify) | |
| Rent: | $ |  | $ |  | $ |  |
| Mortgage: | $ |  | $ |  | $ |  |
| Maintenance: | $ |  | $ |  | $ |  |
| Assessment (if any): | $ |  | $ |  | $ |  |
| Real Estate Taxes: | $ |  | $ |  | $ |  |
| Utilities (electricity, cable, phone, Internet, etc.) | $ |  | $ |  | $ |  |
| **TOTAL:** | **$** |  | **$** |  | **$** |  |

\*Not normally required. Use below section only if you need to show an additional set of projected housing costs (e.g., during a short-term bridge loan), and provide details below:

|  |
| --- |
|  |

**PERSONAL REFERENCES:**

Name and apartment number of anyone in the building known to the applicant:

Name, address, & phone numbers of two (2) **personal references**. (Include their reference letters within packet.):

**1.**

**2.**

**QUESTIONNAIRE:**

Please answer “**YES**” or “**NO**” to the following questions:

|  |  |  |
| --- | --- | --- |
|  | APPLICANT | CO-APPLICANT |
| 1. Have you any outstanding judgments? |  |  |
| 2. In the last seven (7) years, have you been declared bankrupt? |  |  |
| 3. Have you had property foreclosed upon or given title or deed in lieu thereof? |  |  |
| 4. Are you a party in a law suit? |  |  |
| 5. Are you obligated to pay alimony, child support or separate maintenance? |  |  |
| 6. Will any part of your cash payment be borrowed? |  |  |
| 7. Do you or any member of your family have diplomatic status? |  |  |

If you answered “YES” to any of the above questions, provide an explanation below. Attach additional pages or documentation if necessary:

|  |
| --- |
|  |

**Personal Information of NON-SHAREHOLDER Applicants:**

**Note:** This information is required **only if any prospective residents will NOT be shareholders** and are also age 18 or over. This information is not required of residents under the age of 18.

*Example:* Naoko Williams (applicant) is buying an apartment and will plan to live there with her domestic partner, Andrew. In this case, Naoko provides the information requested in Form C above, while Andrew provides the below info.

|  |  |  |
| --- | --- | --- |
|  | Prospective non-shareholder resident 1 | Prospectivenon-shareholder resident 2 |
| Name: |  |  |
| Relationship to applicant(s): |  |  |
| Current address: |  |  |
| Dates of residence: | to | to |
| Social security no. |  |  |
| Occupation: |  |  |
| Employer:  Address:  Telephone number: |  |  |
| **(     )    -** | **(     )    -** |
| Nature of Business: |  |  |
| Period of Employment: | years | years |
| Educational Background: |  |  |
| Other Professional Background: |  |  |

≈ END OF FORM B ≈

Form C **Recognition Agreement**

[This form is not intended for use where the Proprietary Lease already has “financing provisions” which duplicate the substance of this agreement or are at substantial variance with the provisions of this agreement.]

Premises: **111 Hicks Street, Brooklyn, NY 11201**

Apartment: \_\_\_\_\_\_\_\_\_\_\_

Gentlemen:

We have been asked by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Lessee”) for a loan of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be secured by a pledge, security interest, mortgage and/or assignment (hereinafter sometimes collectively referred to as “the Security”) of shares of your Corporation allocated to the above Apartment and of the proprietary Lease (“the Lease”) appurtenant thereto (the shares and Lease collectively referred to as “the Apartment”).

1. (a) You are a New York corporation formed for the purpose of co-operative ownership and

~~(owner in fee)~~

of the above premises.

(ground tenant)

(b) Your records show that the Lessee is the owner of the Apartment.

(c) You have duly approved or consented to the creation by the Lessee of the Security, if and to the extent such approval is required by the Lease.

2. (a) You will not consent to any further encumbrances, subletting, termination, cancellation, surrender or modification of the Apartment by the Lessee without our approval, which we will not unreasonably withhold but this provision shall not apply to any modification or termination which, by the terms of the Lease, may be effective against a Lessee when approved by a fixed percentage of other holders of your shares, or which may be effective in the event of condemnation or casualty.

(b) The Lessee has agreed that, without our written approval, the Lessee will not exercise any right that he may have under the Lease to terminate the Lease so long as the loan is outstanding. Accordingly you will not consider any attempt to do so effective.

(c) You will notify us of any notice of intention to terminate the Lease, and

(1) If the Lessee’s default can be cured by the payment of money, you will also notify us promptly of any default involving an amount equal to or exceeding three months maintenance payments and will take no action to terminate the Lease or cancel the shares if the default be cured either by us for the account of the Lessee or by the Lessee within 15 days after such notice of default or intention to terminate; or

(2) If the default cannot be so cured, you will institute no action to terminate the Lease or cancel the shares until we have had reasonable notice and opportunity, by action or otherwise, to induce the Lessee to cure the default, such opportunity to be no less than the time provided in the Lease for the Lessee to cure.

(3) If you shall terminate the Lease and cancel the shares for a default not curable by the payment of money, then, provided we pay you the amounts which are due to you under the Lease (including its deficiency clause) when due, you shall not sell or sublet the Apartment without our approval, unless the net proceeds of such sale or subletting shall equal or exceed the amount owing to us by Lessee.

(d) You will accept payment from us on behalf of Lessee of any sums due under the Lease (including its deficiency clause), any payments made by us under the terms of this agreement will be deemed so paid, and no payments made in accordance herewith shall be deemed to limit our rights against the Lessee pursuant to law.

(e) You shall recognize our right as lienor against the Apartment pursuant to the Security, and, if the Lease be terminated and/or shares cancelled, against the net proceeds of any sale or subletting of the Apartment, after reimbursement to you of all sums due you under the Lease.

3. (a) Before delivery of this letter by you to us, we will have authority from the Lessee to give, and will, on request, give you a copy of the financial and credit information provided by him, but shall be under no duty to advise you of the results of any credit check we may make.

(b) Notwithstanding any apparent authority granted to us under agreements with the Lessee, WE SHALL HAVE NO RIGHT OR POWER TO TRANSFER THE APARTMENT UPON FORECLOSURE OR OTHERWISE EITHER TO US OR ANYONE ELSE WITHOUT YOUR APPROVAL AS REQUIRED BY THE LEASE provided, however, that nothing contained herein shall limit any rights we may have to dispossess the Lessee pursuant to law or realize upon our security in accordance herewith.

(c) If through oversight or negligence you or your agents or employees shall fail to notify us of Lessee’s default prior to termination of the Lease, we will not seek to hold you or your agents or employees liable for breach of this agreement, provided that:

(1) you advise us promptly after discovering your failure, and

(2) if you have already sold or contracted to sell the Apartment, that you pay us the net proceeds of such sale (after reimbursing yourselves for all sums due you), or such lesser sum as shall equal the amount owing to us by the Lessee (the balance being payable to the Lessee), or

(3) if you have not contracted to sell the Apartment, that the provisions of paragraphs “2.(c)(3)” and “2.(e)” hereof shall apply.

(d) We will indemnify you and your agent against loss, liability or expense incurred in connection with any claim by the Lessee, his successors or assigns against either of you arising out of our representations pursuant hereto or your agreements herein (except as stated in paragraph “3.(a)” hereof), provided you give us prompt notice of any such claim. We may contest such claim in your name and on your behalf, but at our sole cost and expense, and you will execute such documents and do such things as are reasonably necessary to assist us in such contest.

4. While we have the right but no obligation to cure the Lessee’s defaults under the Lease, if we do not do so within the time provided for herein, you shall have no obligation to us, except that in the event of sale or subletting the Apartment, you shall recognize our rights as lienor against the net proceeds of any sale or subletting (after reimbursement to you of all sums which are due to you under the Lease).

Any notice of approval provided for herein shall be deemed valid only if in writing and sent by registered or certified mail, as follows: to you, in care of your Managing Agent, with a copy by regular mail addressed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; to us at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Either of us may change the address to which notices or approval shall be mailed by notice given and herein provided. This letter and the representations and agreements contained herein shall be deemed made as of the date of the making of the loan.

Bank

----------------------------------------------------------------------

By: --------------------------------------------------------------------

Agreed To: Approved:

--------------------------------------------------------------- ------------------------------------------------------------------------

Lessor Lessee

By: ---------------------------------------------------------- ------------------------------------------------------------------------

Lessee

≈ END OF FORM C ≈

Form D **Cooperative Stock Purchase Application**

To the Board of Directors of St. George Tower and Grill Owners Corporation:

The undersigned hereby submit this application to purchase  shares of stock in the St. George Tower and Grill Owners Corporation (the "Corporation") and Proprietary Lease for Apartment  at 111 Hicks Street, Brooklyn, New York.

We/I hereby acknowledge understanding of the following:

1. Pursuant to authority granted in the Proprietary Lease and By-Laws of the Corporation, the Board of Directors will use this application to obtain background information regarding proposed purchasers of the Corporation's stock.

2. The Board of Directors may require additional information and will require that the applicant(s) appear for a personal interview. Other persons who will reside in the apartment are also required to appear at this interview.

3. The proposed purchase cannot be consummated without the consent of the Board of Directors.

4. We/I have read the Proprietary Lease and House Rules which govern the occupancy of the apartment and agree to abide by these rules.

5. In no event will the Corporation, the Board of Directors, or its agents be responsible for any liabilities or expenses incurred by an applicant whose application is not approved.

6. While the Board of Directors will attempt to review all applications promptly, the Corporation, the Board of Directors, and its agents will not be responsible for expenses or liabilities resulting from any delay in this review.

7. Falsification of any of the enclosed information, or omission of material information may result, without limitation, in revocation of approval by the Board of Directors and termination of the applicant's Proprietary Lease.

The undersigned authorize(s) the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc. described herein for information bearing upon this application.

The undersigned hereby makes application to purchase shares of stock in the Corporation and the Proprietary Lease for the Apartment listed above.

The undersigned acknowledges that, if this application is accepted, the undersigned will NOT, without the prior written consent of the Board of Directors:

- pledge the shares of the Corporation's stock;

- make structural alterations to the apartment;

- sublease the apartment;

- permit non-family members to reside in the apartment for more than one month;

- use the apartment for other than residential purposes;

- or violate any provision of the Proprietary Lease, the House Rules, or the By-Laws.

The undersigned acknowledges that the apartment is being acquired in "as is" condition.

The undersigned confirms the accuracy of all of the information contained herein.

Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Applicant (if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Applicant (if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**This form must be NOTARIZED**

Sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

≈ END OF FORM D

Form E **Authorization for Credit Investigation**

## Please print this form, then write-in the required information. Use a separate form for each applicant

SUBSCRIBER NAME: # **(THIS BOX FOR OFFICE USE ONLY)**

LANDLORD GUARD, INC. INQUIRY DATE: RESPONSE CODE: .

TENANT INQUIRY DATE: RESPONSE DATE: \_ .

ForOCCUPANCY AT: 111 Hicks Street, Brooklyn, NY 11201 APT. # MAINTENANCE $

**FULL NAME**: BIRTHDATE: / /

MM DD YYYY

DRIVER’S LICENSE#: STATE:

SOCIAL SECURITY #: **/** / .

CURRENT HOME ADDRESS:

ADDRESS CITY STATE ZIP

RENT $: MOVE IN DATE: / / LEASE EXP.DATE: / / PHONE: ( ) .

CURRENT LANDLORD: NAME ADDRESS CITY STATE ZIP

PHONE: ( )

-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FORMER HOME ADDRESS

HOW LONG: PHONE: ( ) .

CURRENT EMPLOYER:

NAME ADDRESS CITY STATE ZIP

PHONE: ( )

POSITION: NAME OF SUPERVISOR:

PHONE: ( ) .

START DATE: / / TYPE OF BUSINESS: ANNUAL INCOME $ : .

FORMER EMPLOYER:

NAME ADDRESS CITY STATE ZIP

PHONE: ( )

POSITION: START DATE: / /

ANNUAL INCOME: $ .

LENGTH OF EMPLOYMENT: NAME OF SUPERVISOR:

OTHER INCOME: (Source, Amount & Means of Venture)

BANK: ADDRESS:

PHONE: ( ) .

ACCT #: TYPE: DATE OPENED: / /

AVG. BALANCE: $ .

BANK: ADDRESS:

PHONE: ( ) .

ACCT #: TYPE: DATE OPENED: / / AVG. BALANCE: $ .

I have read and completed the above form. This application is subject to approval by the owners and/or their agents, and may without designating cause be disapproved by them, being agreed that any such disapproval shall not be considered a reflection of the applicant. This agreement is to be made part of the lease entered into by the applicant and owner or its agent. The truth of the information made herein is essential and if the owner or its agent deems any answer or statement herein to be false, or misleading, it shall be considered that any lease granted by virtue of this application may be cancelled at their option. I understand that if I do not live up to the terms of my lease or I cause a financial loss to my landlord, that my name may be placed in the negative data files of LANDLORD GUARD, INC. and can be furnished to subscribers who have a bona fide and legal need to make an inquiry. I also understand that causing a financial loss may severely limit my ability to use personal checks or lease other properties.

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

APPLICANT SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE\_\_\_\_\_\_\_\_\_\_\_

≈ END OF FORM E ≈

Form F **Window Guard Requirement**

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

**Your landlord is required by law** to install window guards in your apartment:

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

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

It is a violation of the law to refuse, interfere with installation or remove window guards where required.

**You are required by law** to check the correct box below and sign and return this form to:

St. George Tower and Grill Owners Corp.

c/o Akam Associates

111 Hicks Street

Brooklyn, NY 11201

CHECK ONE:

CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME OF TENANT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT’S SIGNATURE

For further information call:

Window Falls Prevention Program

New York City Department of Health

125 Worth Street

New York, NY 10012

(212) 566-8082

≈ END OF FORM F ≈

##### Form G House Rules Agreement

I/We, the prospective owners of shares and prospective residents for apartment , have read and understood the St. George Tower and Grill House Rules and **agree to comply** **with its provisions**.

Print name:

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

Print name:

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

Print name:

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

Print name:

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

Date:

≈ END OF FORM G ≈

Form H **Lead-Based Paint Affidavit**

Property Address: **111 Hicks Street, Brooklyn, NY 11201**

Apartment: .

I/We, the purchaser(s)/tenant(s) of the above referenced apartment, have received a copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards in compliance with the HUD and the EPA’s requirements in connection with the Residential Lead-Based Paint Hazard Reduction Act of 1992.

I/We have also received a copy of the Federally approved Lead Hazard Information Pamphlet.

Purchaser/tenant: Print name:

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

Purchaser/tenant: Print name:

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

**This form must be NOTARIZED**

Sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

≈ END OF FORM H ≈

Form J **Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards. Co-operative sales package\***

**Lead Warning Statement**: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

**Landlord’s disclosure**

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

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

(b) Records and reports available to the landlord (check one below):

(i)  Landlord has provided the prospective tenant/prospective subtenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Prospective Tenant’s/Prospective Subtenant’s Acknowledgement (INITIAL)**

\_\_\_\_\_ (c) Prospective tenant/prospective subtenant has received copies of all information listed above.

\_\_\_\_\_ (d) Prospective tenant/prospective subtenant has received the pamphlet “Protect Your Family From Lead In Your Home”.

**Managing agent’s Acknowledgement (INITIAL)**

\_\_\_\_\_ (e) Agent has informed the landlord of the landlord’s obligations under 42 U.S.C. 4582(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.

St. George Tower and Grill Owners Corp.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord (Name of Apartment Corporation) For managing agent Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Tenant Date Prospective Tenant/Prospective Subtenant Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Tenant Date Prospective Tenant/Prospective Subtenant Date

Apartment: Address:111 Hicks Street, Brooklyn, NY 11201.

\* Prospective tenant/prospective subtenant acknowledges receipt of the above information as part of the landlord’s Sales Package/Sublet package. The disclosure made hereby shall in no way constitute landlord’s approval of the sale or sublet, which remains subject to review by landlord.

≈ END OF FORM J ≈

EPA Information on Lead in Your Home

As noted on the form “Disclosure of Information on Lead-Based Paint” (form J in this package), we are required to provide a copy of a federally approved pamphlet on lead poisoning prevention.

The pamphlet, **“Protect Your Family from Lead In your Home,”** prepared by the Environmental Protection Agency (EPA) is provided as a pdf file (EPA Protect Lead.pdf) accompanying this MS Word file.

**Please open, print and read the pdf file concerning protection from lead poisoning.**

**This pdf file is also available on the EPA web site at:** <http://www.epa.gov/opptintr/lead/leadpdfe.pdf>

Note: If you did not receive a copy of the EPA pamphlet “Disclosure of Information on Lead-Based Paint”, please obtain one from your realtor or from our management office.

Form K **Bedbug Infestation Disclosure. Co-operative sales package\***

New York City Administrative Code mandates that new residential tenants in NYC be given a one-year bedbug infestation history. For this purpose, the New York State Homes & Community Renewal agency has issued the attached notice, “Disclosure of Bedbug Infestation History”, which is also available at the agency’s website: [www.nysdhcr.gov/forms/rent/dbbn.pdf](http://www.nysdhcr.gov/forms/rent/dbbn.pdf)

Please speak with your real estate agent or attorney about this to request that a completed copy of this form be provided to you by the Property Manager.

The St. George maintains and uses a policy and procedures pertaining to bedbugs. As bedbugs have become an increasingly large problem in NYC, other urban areas, etc., the building takes this issue very seriously. More information is available from the Building Manager.

**NOTICE TO TENANT**

**DISCLOSURE OF BEDBUG INFESTATION HISTORY**

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

Name of tenant(s):

Subject Premises: **The St. George Tower & Grill Building**

Apt. #:

Date of vacancy lease:

**BEDBUG INFESTATION HISTORY**

(Only boxes checked apply)

[ ] There is no history of any bedbug infestation within the past year in the building or in any apartment.

[ ] During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the \_\_\_\_\_\_\_\_\_\_\_ floor(s).

[ ] During the past year the building had a bedbug infestation history on the \_\_\_\_\_\_\_\_\_\_\_ floor(s) and it has not been the subject of eradication measures.

[ ] During the past year the apartment had a bedbug infestation and eradication measures were employed.

[ ] During the past year the apartment had a bedbug infestation and eradication measures were not employed.

[ ] Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Signature of Tenant(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Owner/Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DBB-N (DHCR 10/10)

≈ END OF FORM K