

## **Exhibit 5**

### Order Appointing Receiver

SUPREME COURT OF THE STATE OF NEW YORK — NEW YORK COUNTY

**James A. Yates**

PRESENT: \_\_\_\_\_  
*Justice*

PART 49

Index Number : 600616/2010  
ISTAR TARA LLC  
vs  
47 EAST 34 PARTNERS L.P. ET AL.  
Sequence Number : 001  
APPOINT RECEIVER

INDEX NO. \_\_\_\_\_  
MOTION DATE \_\_\_\_\_  
MOTION SEQ. NO. \_\_\_\_\_  
MOTION CAL. NO. \_\_\_\_\_

is motion to/for \_\_\_\_\_

PAPERS NUMBERED

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits \_\_\_\_\_

Replying Affidavits \_\_\_\_\_

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

Cross-Motion:  Yes  No

Upon the foregoing papers, it is ordered that this motion

*W*  
MOTION IS DECIDED IN ACCORDANCE WITH ACCOMPANYING  
~~DECISION~~ AND ORDER, DATED March 16, 2010.

**FILED**

MAR 18 2010

NEW YORK  
COUNTY CLERK'S OFFICE

**RECEIVED**

MAR 18 2010

MOTION SUPPORT OFFICE  
NYS SUPREME COURT - CIVIL

*Stacy*

MAR 16 2010

**James A. Yates**

Dated: \_\_\_\_\_

*J.S.C.*

Check one:  FINAL DISPOSITION  NON-FINAL DISPOSITION

Check if appropriate:  DO NOT POST  REFERENCE

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

At IAS Part 49 of the Supreme Court of the State of New York, at the Courthouse, located at 60 Centre Street, New York, New York on the 16<sup>th</sup> day of March, 2010.

PRESENT:

HON. JAMES A. YATES

Justice

-----X  
iSTAR TARA LLC,

Plaintiff,

-against-

47 EAST 34 PARTNERS L.P., SORRENTO S34  
MADISON LIMITED PARTNERSHIP, BRIDGESTREET  
CORPORATE HOUSING LLC, NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE and  
JOHN DOES 1-10, the last ten names being fictitious and  
unknown to plaintiff, the persons or parties intended being  
the tenants, occupants, persons or corporations, if any,  
having or claiming an interest in or lien upon the premises  
described in the complaint,

Defendants.  
-----X

:  
:  
: Index No. 600616/10  
:  
:

: Motion Sequence #001  
:  
:

: **ORDER APPOINTING**  
: **RECEIVER IN MORTGAGE**  
: **FORECLOSURE ACTION**  
:  
:

**FILED**

MAR 18 2010

NEW YORK  
COUNTY CLERK'S OFFICE

Upon the Summons, Verified Complaint and Notice of Pendency of Action filed in the Office of the County Clerk of New York County on March 10, 2010, and upon reading and filing the annexed affirmation of Steven Shiffman, executed on March 10, 2010, and upon the Application of Katten Muchin Rosenman LLP, attorneys for plaintiff, iStar FM Loans LLC; it is

001

**ORDERED**, that Michael D. Green (Fiduciary ID # 146360) be, and hereby is, appointed Receiver during the pendency of this action, for the benefit of the plaintiff herein, of the mortgaged premises known as and by the address 47-49 East 34<sup>th</sup> Street, New York, New York, Block 864, Lots 28 and 29, together with all improvements thereon (the "Premises"), which Premises are more particularly described in the Verified Complaint and in the Notice of Pendency of Action attached to the annexed affirmation of Steven Shiffman, and the mortgaged property, as that term is defined in the Mortgages (hereinafter defined) and the related Loan Documents, including but not limited to, the Collateral Assignment of Bulk Sale Purchase Agreement and the Collateral Assignment and Subordination of License Agreement (together with the Premises, the "Mortgaged Property"); and that the Receiver shall have all of the usual powers and duties of a receiver; and it is

**FURTHER ORDERED**, that the Receiver shall have possession and control of the Mortgaged Property during the pendency of this action as against any other person, including without limitation, defendant 47 East 34 Partners L.P., and all those acting by, through or under it, including, without limitation, its employees, agents, representatives, attorneys, contractors and consultants; and it is

**FURTHER ORDERED**, that until further order of this Court, defendant 47 East 34 Partners L.P. be enjoined and restrained, with regard to the Premises and the Mortgaged Property from:

(i) evicting or otherwise seeking to remove any licensee, tenant or other occupant of the Mortgaged Property, except by motion to the Court as directed by Justice Yates on March 16, 2010;

(ii) entering into, interfering with, amending, terminating, or otherwise creating or modifying any agreements that in any manner affect the Mortgaged Property; and

(iii) collecting or transferring all rents, license fees and other charges now or hereafter becoming due, including any amounts due for use and occupancy from BridgeStreet or any other tenant, licensee or occupant; and it is

**FURTHER ORDERED**, that defendant 47 East 34 Partners L.P. is hereby directed to surrender possession and control of the Mortgaged Property to said Receiver forthwith and neither defendant 47 East 34 Partners L.P. nor any person acting by, through or under it, including, without limitation, its employees, agents, representatives, attorneys, contractors and consultants, shall interfere with such possession and control in any manner; and it is

**FURTHER ORDERED**, that said Receiver be, and hereby is, authorized to preserve and conserve the Mortgaged Property; to prevent vandalism, theft, casualty loss, waste and deterioration of the Mortgaged Property; to keep the premises in a proper state of repair in compliance with law and insured against loss or damage by fire; and to make the expenditures necessary for said purposes and for the purpose of paying the necessary expenses of the said premises subject, however, to the qualification that the Receiver shall not expend in excess of \$10,000 for any repair without further application to this Court; to pay any taxes, water rates or assessments now due upon said premises or hereafter and during the pendency of this action to become due, all in compliance with CPLR § 5228; to pay the principal, interest and other charges in connection with any prior encumbrances of the Mortgaged Property; provided further that, in the event that the Court shall determine at the April 7, 2010 hearing or as soon thereafter as the parties can be heard, that it is necessary to apply to finalize the 421-a tax status of said Mortgaged Property, the Receiver shall make such application, time being of the essence; and it is

**FURTHER ORDERED**, that the Receiver is directed to demand, collect, and receive all rents, license fees, payments for use and occupation, and other charges of the Mortgaged Property now or hereafter due from any occupants, tenants, or licensees in possession of the

Mortgaged Property, or other persons liable therefor, including without limitation, defendant BridgeStreet Corporate Housing LLC (“BridgeStreet”); and it is

**FURTHER ORDERED**, that any occupants, tenants, licensees in possession, including BridgeStreet, or other persons liable therefor, pay over to the Receiver all rents, license fees and other charges now or hereafter becoming due, including any amounts due for use and occupancy; and that defendant 47 East 34 Partners L.P. be enjoined and restrained from collecting or transferring such rents and other charges and from interfering in any manner with the Mortgaged Property or its possession; and that all tenants, occupants, and licensees or other persons liable for the rents be enjoined from paying any rent or other charges for the Mortgaged Property or the use thereof to defendant 47 East 34 Partners L.P., its agents, servants, attorneys, representatives, or to anyone except the Receiver; and it is

**FURTHER ORDERED**, that any occupants, tenants, licensees in possession, including BridgeStreet, shall be enjoined from operating or using the Premises in any manner that violates: (i) any contract terms concerning the permitted use of the property; (ii) zoning regulations; or (iii) other applicable laws; and it is

**FURTHER ORDERED**, that, pursuant to the provisions of New York General Obligations Law Section 7-105, anyone holding any deposits or advances of rent as security under any lease or other agreement affecting space in or use of the Mortgaged Property shall turn such amounts over to the Receiver within five days after the Receiver shall have qualified; that the Receiver shall hold such amounts in a separate savings account in a bank insured by the FDIC, pursuant to the terms and provisions of the lease agreements entered into by the tenants who made such deposits; that, within 30 days after receiving such rent security funds, the Receiver shall notify each of such tenants by certified mail that the respective security of each of

the tenants so received is held by the Receiver in the place and stead of defendant 47 East 34 Partners L.P., subject to their disposition as may be provided by order of this Court; and it is

**FURTHER ORDERED**, that anyone in possession or control of rents and revenues of the Mortgaged Property held as reserve funds, or otherwise for any purpose other than payment of the expenses of operating the Mortgaged Property, shall hold and retain such monies intact until the Receiver qualifies; that such funds shall be turned over in their entirety to the Receiver within five days following such qualification; that defendant 47 East 34 Partners L.P. is enjoined and restrained from interfering in any manner with those funds or their possession; and that the Receiver shall hold such funds subject to their disposition as may be provided by order of this Court; and it is

**FURTHER ORDERED**, that anyone in possession of rent lists, orders, unexpired and expired leases, agreements, correspondence, notices or registration statements, relating to rental space or facilities in the Mortgaged Property, and all records relating to the management of the Mortgaged Property, shall, if requested by the Receiver, turn them over to the Receiver; and it is

**FURTHER ORDERED**, that any persons now or hereafter in possession of all or part of the Mortgaged Property who do not so possess under valid and existing leases or tenancies surrender such possession to the Receiver, subject to emergency laws, if any; and it is

**FURTHER ORDERED**, that the Receiver is authorized to enter into new leases, tenancies or license agreements for all or part of the Mortgaged Property with any person who may now possess, or any person who hereafter desires to possess, all or part of the Mortgaged Property, within the Receiver's discretion, provided, however, that (i) Lender must have first approved the execution of any such lease, tenancy or license agreement; and (ii) any such lease, tenancy, or license agreement must be approved by this Court after an application on notice to all

parties appearing in this action and an opportunity for all parties to raise an objection thereto; and it is

**FURTHER ORDERED**, that the Receiver is authorized to institute and carry out all legal proceedings necessary for the protection or recovery of the Mortgaged Property, including such proceedings as may be necessary to recover possession of the whole or any part of the Mortgaged Property, and to institute and prosecute suits for the collection of rents, profits or other amounts now due or hereafter to become due from the Mortgaged Property, including holdover rents now due or hereafter to become due, and to institute and prosecute proceedings for the removal of any tenant or other person therefrom; and it is

**FURTHER ORDERED**, that during the pendency of this action, defendant 47 East 34 Partners L.P. and its agents be, and they hereby are, enjoined and restrained from leasing, renting or collecting the rents or profits of the said premises, and from interfering with the said Receiver or in any way with the premises or its possession; and it is

**FURTHER ORDERED**, that said Receiver be, and hereby is, authorized to receive, and the defendant 47 East 34 Partners L.P. is directed to turn over to said Receiver, any and all records, service contracts, plans, filings, permits and agreements relating to the Mortgaged Property held by said defendant, together with any and all monies held or received by said defendant in connection with the Mortgaged Property during the period commencing with the date of this Order to and including the date upon which said Receiver files with the Clerk of this Court his bond as set forth below, except for those monies disbursed by said defendant during said period for the operation of the Mortgaged Property; and it is

**FURTHER ORDERED**, that said Receiver be, and hereby is, directed to retain the moneys which may come to his hands as such Receiver, except such monies as he is



hereinbefore authorized to expend, and then, after deducting therefrom his disbursements and all other payments directed by the order of this Court, he retain the said monies in his hands until further order of this Court; and it is

**FURTHER ORDERED**, that the Receiver shall be and is entitled to commissions in the amount of five percent of the sums received by him, as provided in CPLR 8004; and it is

**FURTHER ORDERED** that the Receiver is authorized to retain a managing agent for the Mortgaged Property, provided that Lender shall have first approved the retention of such managing agent; and it is

**FURTHER ORDERED**, that the Receiver may apply to the Court on notice to plaintiff's attorneys for permission to retain legal counsel to assist in the performance of any of the duties set forth in this Order, if deemed necessary, provided that Lender shall have first approved the retention of such counsel; and it is

**FURTHER ORDERED** that the Receiver shall (a) register with any municipal department as provided by applicable law; and (b) expend rents and income and profits as described in subdivision two of RPAPL 1325 except that a priority shall be given to the correction of immediately hazardous and hazardous violations of housing maintenance laws within the time set by orders of any municipal department, or, if not practicable, seek a postponement of the time for compliance; and it is

**FURTHER ORDERED**, that before entering upon his duties as such Receiver he execute to the People of the State of New York, and file with the Clerk of this Court, his oath and a bond in the form prescribed by law, in the sum of \$600,000.00 with a surety company as surety, for the faithful discharge of his duties as such Receiver; and it is

**FURTHER ORDERED**, that in accordance with the provisions of Section 202.52

(a) and (b) of the Uniform Civil Rules for the Supreme Court and the County Court, the Receiver shall promptly deposit all monies received by him in a checking account at TBD (the "Depository"), such account to be in his name, as Receiver, and to show the name of the instant case; the Depository shall furnish monthly statements regarding such account to the Receiver and to plaintiff's counsel; and it is

**FURTHER ORDERED**, that prior to April 7, 2010, the Receiver shall carefully consider the best use of the Property, in light of its 421-a tax status and applicable zoning regulations, and whether BridgeStreet should remain in possession and use of the Property, provided however that the Receiver shall be entitled to make application to the Court in the event that he is unable to fully consider the issue prior to the hearing; provided that it is further ordered that Defendant 47 East 34<sup>th</sup> Street LLC shall move by order to show cause to determine whether BridgeStreet ought to be evicted; and it is

**FURTHER ORDERED**, that a hearing be held at IAS Part 49 before the Honorable James A. Yates of the Supreme Court of the State of New York, 60 Centre Street, Room 252, New York, New York, on April 7<sup>th</sup> at 11:30 a.m. or as soon thereafter as counsel may be heard concerning the scope of the receiver's powers with respect to the use and occupancy of the Premises by defendant BridgeStreet, including whether or not the Receiver should be directed to seek to remove defendant BridgeStreet and any person occupying the premises pursuant to an agreement with BridgeStreet, or whether the Receiver may consider entering into any new license agreement or lease with BridgeStreet or any other Sorrento entity. **ANY PERSON WITH AN INTEREST IN THE PREMISES, INCLUDING BUT NOT LIMITED TO BRIDGESTREET AND ANY PERSONS OCCUPYING THE PREMISES PURSUANT**

TO AN AGREEMENT WITH BRIDGESTREET, IS HEREBY NOTIFIED THAT THIS ACTION IS PENDING AND THEY MAY APPEAR AT THE HEARING AND BE HEARD. PROVIDED, HOWEVER, THAT THE OCCUPANTS OF THE PREMISES ARE NOT REQUIRED TO APPEAR AT THE HEARING; and it is

**FURTHER ORDERED**, that a copy of this Order be served by overnight mail on all parties appearing in the action and by first class mail or hand delivery on all occupants of the premises; and it is

**FURTHER ORDERED**, that the Receiver shall continue as Receiver until further order of this Court; and it is

**FURTHER ORDERED**, that the appointee named as Receiver herein shall comply with the provisions of Section 35(a) of the Judiciary Law, Sections 6401-6405 of the Civil Practice Law and Rules, and Article 13 of the Real Property Actions and Proceeding Law.

MAR 16 2010

ENTER:

  
**James A. Yates**

J.S.C.

**FILED**  
MAR 18 2010  
NEW YORK  
COUNTY CLERK'S OFFICE

## **Exhibit 3**

# Order Appointing a Law Firm

At IAS Part 49 of the Supreme Court of the State of New York, held in and for the County of New York, at 60 Centre Street, New York, New York 10007, on the 18<sup>th</sup> day of May, 2010.

**James A. Yates**

PRESENT: \_\_\_\_\_

Hon. James A. Yates

iSTAR TARA LLC,

Plaintiff,

-against-

FKF MADISON GROUP OWNER LLC, et al.,

Defendants.

-----X  
:  
: Index No.: 600423/2010  
:  
: **ORDER AUTHORIZING**  
: **RECEIVER TO RETAIN**  
: **OUTSIDE LEGAL COUNSEL**  
: **AND DEVELOPMENT**  
: **AND/OR CONSTRUCTION**  
: **CONSULTANTS**  
:  
:  
-----X

Upon consideration of the Receiver's application, dated May 6, 2010, wherein Receiver seeks to retain outside legal counsel and construction consultants, and pursuant to the Order of this Court, dated May 5, 2010, along with all the prior proceedings and submissions hereinbefore had herein; it is hereby

**ORDERED**, that the Receiver shall retain Tamarkin Anderson LLC and David J. Spector & Associates, Inc. as Receiver's development and/or construction consultants, in order to safeguard the Mortgaged Property and complete the development of the project, including, but not limited to, performing work necessary in order to complete the existing construction, overseeing the Mortgaged Property operation, ensuring compliance with applicable laws and safety requirements, assisting with the construction plan, monitoring of construction, and procuring a temporary and final certificate of occupancy; and it is

**FURTHER ORDERED**, that the Receiver shall retain Willkie Farr & Gallagher LLP as Receiver's special legal counsel in order to (a) institute, prosecute, participate in, and carry on any legal proceedings and/or actions necessary and appropriate for the proper care and protection of the Mortgaged Property, including all proceedings and/or actions as are deemed reasonably necessary and appropriate to preserve the Mortgaged Property; (b) provide counsel in all matters pertaining to the Receiver's duties, responsibilities and obligations as Receiver, including, but not limited to, consulting with Receiver on all matters relating to the Condominium, appropriate filings, and construction of the Mortgaged Property, reviewing and negotiation of management, service and construction contracts, reviewing and/or preparation of all necessary filings with administrative and governmental agencies, appearing from time to time before administrative and governmental agencies, preparation of fiduciary tax returns, and assistance in the preparation of fiduciary accountings; and (c) otherwise assist the Receiver in carrying out his duties, responsibilities and obligations. The Court finds that good cause exists for the appointment of Willkie Farr & Gallagher LLP as counsel to the Receiver, notwithstanding that the principal attorneys who will serve as counsel to the Receiver are not on the list of applicants established by the Chief Administrator of the Courts pursuant to Section 36.6 of the Rules of the Chief Judge.

MAY 18 2010

ENTER:

**James A. Yates**

HON. JAMES A. YATES, J.S.C.

## **Exhibit 8**

Another Order Appointing a Receiver with hourly compensation instead of commissions.

SUPREME COURT OF THE STATE OF NEW YORK – NEW YORK COUNTY

PRESENT: Ramos  
Justice

PART 53m

Lex 6s lender LLC

INDEX NO. 60325969

- v -

MOTION DATE \_\_\_\_\_

Lex 6s LLC et al

MOTION SEQ. NO. 001

MOTION CAL. NO. \_\_\_\_\_

The following papers, numbered 1 to \_\_\_\_\_ were read on this motion to/for \_\_\_\_\_

Notice of Motion/ Order to Show Cause – Affidavits – Exhibits ...

PAPERS NUMBERED

Answering Affidavits – Exhibits \_\_\_\_\_

Replying Affidavits \_\_\_\_\_

Cross-Motion:  Yes  No

Upon the foregoing papers, it is ordered that this motion

e Order signed.

RECEIVED  
DEC 01 2009  
MOTION SUPPORT OFFICE  
NYS SUPREME COURT - CIVIL

FILED  
Dec 11 2009  
NEW YORK  
COUNTY CLERK'S OFFICE

Dated: 11/19/09

[Signature]  
HON. CHARLES E. RAMOS J.S.C.

Check one:  FINAL DISPOSITION  NON-FINAL DISPOSITION

Check if appropriate:  DO NOT POST  REFERENCE

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

[Handwritten initials]



SUPREME COURT  
STATE OF NEW YORK

PRESENT:

DIVISION HON. Charles E. Ramos  
OFFICE Justice

X-MOT

LEX 65 LENDER LLC,  
PLAINTIFFS

At IAS Part 53 of the  
Supreme Court of the State  
of New York, at the  
Courthouse, located at 60  
Centre Street, New York,  
New York on the 17th  
day of November, 2009.

Index No. 603259/09

MOTION SEQUENCE # 001

028255

-against-

Plaintiff,

Defendants.

017378

LEX 65 LLC, TREVOR DAVIS, NEW YORK STATE  
DEPARTMENT OF TAXATION AND FINANCE, and  
JOHN DOES 1-10, the last ten names being fictitious  
and unknown to plaintiff, the persons or parties intended  
being the tenants, occupants, persons or corporations, if  
any, having or claiming an interest in or lien upon the  
premises described in the complaint,

**ORDER APPOINTING  
A RECEIVER IN  
MORTGAGE  
FORECLOSURE  
ACTION**

Upon the Summons, Verified Complaint and Notice of Pendency of Action filed in the  
Office of the County Clerk of New York County on October 26, 2009, and upon reading and  
filing the annexed affirmation of Matthew D. Parrott dated November 16, 2009, and upon the *Ex  
Parte Application* of Katten Muchin Rosenman LLP, attorneys for the plaintiff, Lex 65 Lender  
LLC; it is

ORDERED, that Keith Dewar <sup>646-508-3969</sup> be and hereby is, appointed Receiver during the  
pendency of this action for the benefit of the plaintiff herein, of the mortgaged premises known  
as 859 and 861-863 Lexington Avenue, New York, New York (a/k/a 132A East 65<sup>th</sup> Street, New  
York, New York) (the "Mortgaged Property") and more particularly described in the Verified  
Complaint and in the Notice of Pendency of Action attached to the annexed affirmation of  
Matthew D. Parrott; and it is

FEE PAID

NOV 17 2009

NEW YORK  
COUNTY CLERK'S OFFICE



---

**FURTHER ORDERED**, that the Receiver shall have possession and control of the Mortgaged Property during the pendency of this action as against any other person, including without limitation, defendant Lex 65 I.I.C. and all those acting by through or under it, including without limitation its employees, agents, representatives, attorneys, contractors, consultants and any other such persons; and it is

**FURTHER ORDERED**, that the defendant is hereby directed to surrender possession and control of the Mortgaged Property to said Receiver forthwith and neither defendant nor any person acting by through or under it, including without limitation its employees, agents, representatives, attorneys, contractors, consultants shall interfere with such possession and control in any manner; and it is

**FURTHER ORDERED**, that said Receiver be, and hereby is, authorized to preserve and conserve the Mortgaged Property; to prevent vandalism, theft, casualty loss, waste and deterioration of the Mortgaged Property; to keep the premises in a proper state of repair in compliance with law and insured against loss or damage by fire; and to make the expenditures necessary for said purposes and for the purpose of paying the necessary running and/or construction expenses of the said premises subject, however, to the qualification that the Receiver shall not expend in excess of \$2,500 for any repair without further application to this Court; to pay any taxes, water rates or assessments now due upon said premises or hereafter and during the pendency of this action to become due, all in compliance with CPLR § 5228; to pay the principal, interest and other charges in connection with any prior encumbrances of the Mortgaged Property; and to institute and carry on such legal proceedings as may be necessary for the protection or recovery of said Mortgaged Property, for the collection of the rents and profits thereof, or for the removal of any tenant or other person from the premises; and it is

---

**FURTHER ORDERED**, that said Receiver shall obtain and renew all required permits and enter into agreements with contractors and subcontractors, as such actions are related to the Project and the ongoing construction taking place upon the Mortgaged Property (including, without being limited to, the timely renewal of all existing building permits), provided however that no such permit or agreement may be entered into without the prior written consent and approval of Plaintiff; and it is

**FURTHER ORDERED**, that said Receiver shall not make any secondary appointments without the prior written approval of the Court, and the Receiver shall apply to the Court in a separate application for a managing agent, landlord tenant counsel or other managing services pursuant to Section 36-1 of the Uniform Court Rules; and it is

**FURTHER ORDERED**, that during the pendency of this action, the defendant and its agents be, and they hereby are, enjoined and restrained from leasing, renting or collecting the rents or profits of the said premises, and from interfering with the said Receiver or in any way with the premises or its possession; and it is

**FURTHER ORDERED**, that said Receiver be, and hereby is, authorized to receive, and the defendant Lex 65 LLC is directed to turn over to said Receiver, any and all records, service contracts, plans, filings, permits and agreements relating to the Mortgaged Property held by said defendant, together with any and all monies held or received by said defendant in connection with the Mortgaged Property during the period commencing with the date of this Order to and including the date upon which said Receiver files with the Clerk of this Court his bond as set forth below, except for those monies disbursed by said defendant during said period for the operation of the Mortgaged Property; and it is

**FURTHER ORDERED**, that said Receiver be, and hereby is, directed to retain the moneys which may come to his hands as such Receiver, except such monies as he is hereinbefore authorized to expend, and then, after deducting therefrom his disbursements and all other payments directed by the order of this Court, he retain the said monies in his hands until further order of this Court; and it is

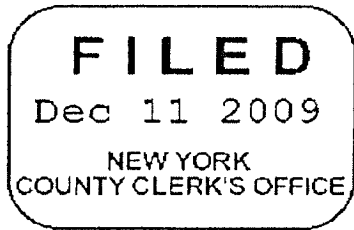
**FURTHER ORDERED**, that the Receiver shall be compensated at the hourly rate of \$ 375.00; and it is

**FURTHER ORDERED**, that before entering upon his duties as such Receiver he execute to the People of the State of New York, and file with the Clerk of this Court, his oath and a bond in the form prescribed by law, in the sum of \$ 25,000 with a surety company as surety, for the faithful discharge of his duties as such Receiver; and it is *\* Plaintiff to front bond premium*

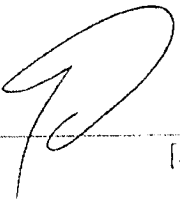
**FURTHER ORDERED**, that in accordance with the provisions of Section 202.52 (a) and (b) of the Uniform Civil Rules for the Supreme Court and the County Court, the Receiver shall promptly deposit all monies received by him in a checking account at any NY Commercial Bank (the "Depository"), such account to be in his name, as Receiver, and to show the name of the instant case; the Depository shall furnish monthly statements regarding such account to the Receiver and to plaintiff's counsel; and it is

**FURTHER ORDERED**, that the Receiver shall continue as Receiver until further order of this Court; and it is

FURTHER ORDERED, that the appointee named as Receiver herein shall comply with the provisions of Section 35(a) of the Judiciary Law, Sections 6401-6405 of the Civil Practice Law and Rules, and Article 13 of the Real Property Actions and Proceeding Law.



ENTER:

  
\_\_\_\_\_  
[J.S.C.]

DO NOT POST

ORAL ARGUMENT  
DIRECTED

\_\_\_\_\_  
J.S.C.  
HON. CHARLES E. RAMOS