THIS PLAN HAS BEEN AMENDED. SEE INSIDE COVER

OFFERING PLAN FOR THE SALE OF CONDOMINIUM UNITS

IN

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

TOTAL AMOUNT OF OFFERING.....$ 439,000,000

SPONSOR

HUDSON WATERFRONT COMPANY B, LLC
175 Riverside Boulevard
New York, New York 10069

SELLING AGENT

THE MARKETING DIRECTORS, INC.
750 Lexington Avenue
New York, New York 10022
212-579-0300

The Condominium will contain 441 Residential Units, 201 Storage Units and 2 Non-Residential Units. One Residential Unit is intended for occupancy by the resident superintendent and will be sold by Sponsor to the Board of Managers. The remaining 440 Residential Units, the Storage Units and the Non-Residential Units are offered for sale under this Plan.

The approximate date of the first offering to the public is October 23, 2000.

This Plan may not be used after October 22, 2001, unless extended by amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE (v).

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNITS. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

TWENTY-EIGHTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Twenty-Seventh Amendments, is hereby further amended by this Twenty-Eighth Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: September 4, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS

UNIT	REVISED OFFERING PRICE
31 B	1,550,000
3 J	1,235,000
4 J/K	1,335,000
5 J	1,395,000
6 J	1,995,000
7 J	2,010,000
8 J	2,025,000
9 J	2,040,000
10 J	2,055,000
11 J/K	2,070,000
12 J	2,085,000
14 J	2,100,000
15 J	2,115,000
3 L	1,110,000
4 L	1,210,000
5 L	1,270,000
6 L	1,340,000
7 L	1,350,000
8 L	1,360,000
9 L	1,370,000
10 L	1,380,000
11 L	1,390,000
12 L	1,400,000
14 L	1,410,000
15 L	1,420,000
16 L(T)	1,560,000
17 L	1,420,000
18 L	1,430,000
19 L	1,440,000
20 L	1,450,000
3 N	1,255,000
4 N	1,385,000
5 N	1,470,000
6 N	1,445,000
7 N	1,460,000
8 N	1,475,000
9 N	1,595,000
10 N	1,610,000
11 N/P	1,625,000
12 N	1,640,000
14 N	1,655,000
15 N	1,670,000

TWENTY-SEVENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Twenty-Sixth Amendments, is hereby further amended by this Twenty-Seventh Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: August 22, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
August 23, 2002

UNIT	REVISED OFFERING PRICE
31 A(T)	2,215,000
32 A	1,980,000
33 A	1,995,000
34 A	2,010,000
35 A	2,025,000
36 A	2,040,000
37 A	2,055,000

TWENTY-SIXTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Twenty-Fifth Amendments, is hereby further amended by this Twenty-Sixth Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: August 13, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
August 13, 2002

UNIT	REVISED OFFERING PRICE
3 B	645,000
4 B	650,000
5 B	655,000
6 B	670,000
7 B	675,000
8 B	680,000
9 B	685,000
10 B	690,000
11 B	695,000
12 B	700,000
14 B	705,000
15 B	725,000
16 B	715,000
17 B	720,000
18 B	725,000
19 B	730,000
20 B	735,000
31 B	1,510,000
32 B	1,520,000
33 B	1,530,000
34 B	1,540,000
35 B	1,550,000
36 B	1,560,000
37 B	1,570,000
38 B	1,660,000
39 B	1,685,000
3 U	610,000
4 U	615,000
5 U	620,000
6 U	610,000
7 U	615,000
8 U	620,000
9 U	625,000
10 U	630,000
11 U	635,000
12 U	640,000
14 U	645,000
15 U	665,000
16 U	655,000
17 U	660,000
18 U	665,000
19 U	670,000
20 U	700,000
3 V	545,000
4 V	550,000
5 V	555,000
6 V	560,000
7 V	565,000
8 V	570,000
9 V	575,000
10 V	580,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
August 13, 2002

UNIT	REVISED OFFERING PRICE
11 V	585,000
12 V	590,000
14 V	595,000
15 V	615,000
16 V	620,000
17 V	625,000
18 V	630,000
19 V	635,000
20 V	640,000

TWENTY-FIFTH AMENDMENT
TO
CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**" or the "**Offering Plan**"), as previously amended by First through Twenty-Fourth Amendments, is hereby further amended by this Twenty-Fifth Amendment, as follows:

A. ADDITIONAL STORAGE UNITS OFFERED; REVISED CELLAR PLAN

In the original Offering Plan Sponsor offered for sale 200 Storage Units, each approximately 16 square feet in area (the "**Original Storage Units**"), and retained one Storage Unit of about 720 square feet in area. Sponsor recently subdivided the large Storage Unit into 34 separate Storage Units of various sizes, and hereby offers these additional Storage Units (collectively, the "**Additional Storage Units**") for sale on the same terms and conditions as the Original Storage Units were offered for sale.

In addition, over the course of the offering, Sponsor, at the request of several Purchasers each buying more than one Storage Unit, has combined the multiple Storage Units being purchased by that Purchaser into a single Storage Unit.

As a result of the combination of numerous Storage Units pursuant to the foregoing and creation of the Additional Storage Units as described above, there will be a total of 205 Storage Units in the Building at the time the Declaration is recorded and the Tax Lot Drawings are filed.

Attached to this Amendment as ***Exhibit A*** is a drawing showing the location of all Storage Units.

As the areas in the cellar now allocated to Storage Units are slightly different than the cellar areas delineated for that purpose in the Offering Plan, Sponsor has attached to this Amendment as ***Exhibit B*** a revised cellar plan incorporating these changes.

B. REVISED SCHEDULE A; RESIDENTIAL UNIT DESIGN CHANGES

In preparing the Tax Lot Drawings to be filed simultaneously with the recording of the Declaration of Condominium, Sponsor has finalized the square foot areas of all the Units in the Building. Some square foot areas of Units changed slightly from those in the Plan while most

remained the same. A revised Schedule A, showing the final square foot areas of all Units and the resultant minor revisions in Common Interest, Residential Allocation Percentage and Common Charges, as well as the changes in existing Storage Units and offering information for the Additional Storage Units as described above, is attached to this Amendment as ***Exhibit C***.

With respect to nine Residential Units, the area changes resulted from minor design modifications. Revised dimensioned floor plans of these nine Units are attached to this Amendment as ***Exhibits D-1*** through ***D-9***, respectively.

In addition, at the request of several Purchasers each buying more than one Residential Unit and pursuant to negotiated agreement therefor, Sponsor has combined (or will combine prior to recording the Declaration and filing the Tax Lot Drawings), the Residential Units being purchased by that Purchaser into a single Residential Unit, thereby decreasing the total number of Residential Units at the Condominium. Specifically, Sponsor has combined (or will combine)33 Residential Units into 16 Residential Units, thereby reducing the total number of Residential Units at the Condominium from 441 to 423.

The copy of Revised Schedule A attached to this Amendment as Exhibit C reflects, in addition to the information pertaining to Storage Units, Common Interest, Residential Allocation Percentage and Common Charges described above, the combined Residential Units and combined Storage Units.

All Purchase Agreements for Residential Units and Storage Units entered into prior to the date of this Amendment shall be deemed to have incorporated into them the revised Common Interest and Residential Allocation Percentage shown on Revised Schedule A and the information in Revised Schedule A shall be incorporated into all Purchase Agreements entered into on or after the date of this Amendment.

All construction work required to combine Units is being performed in accordance with applicable law and the rules and regulations of governmental agencies having jurisdiction over same. To the extent amendments to the filed architectural drawings are required to reflect such combined Units, such amendments have been or will be duly filed with the NYC Department of Buildings.

C. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: August 8, 2002

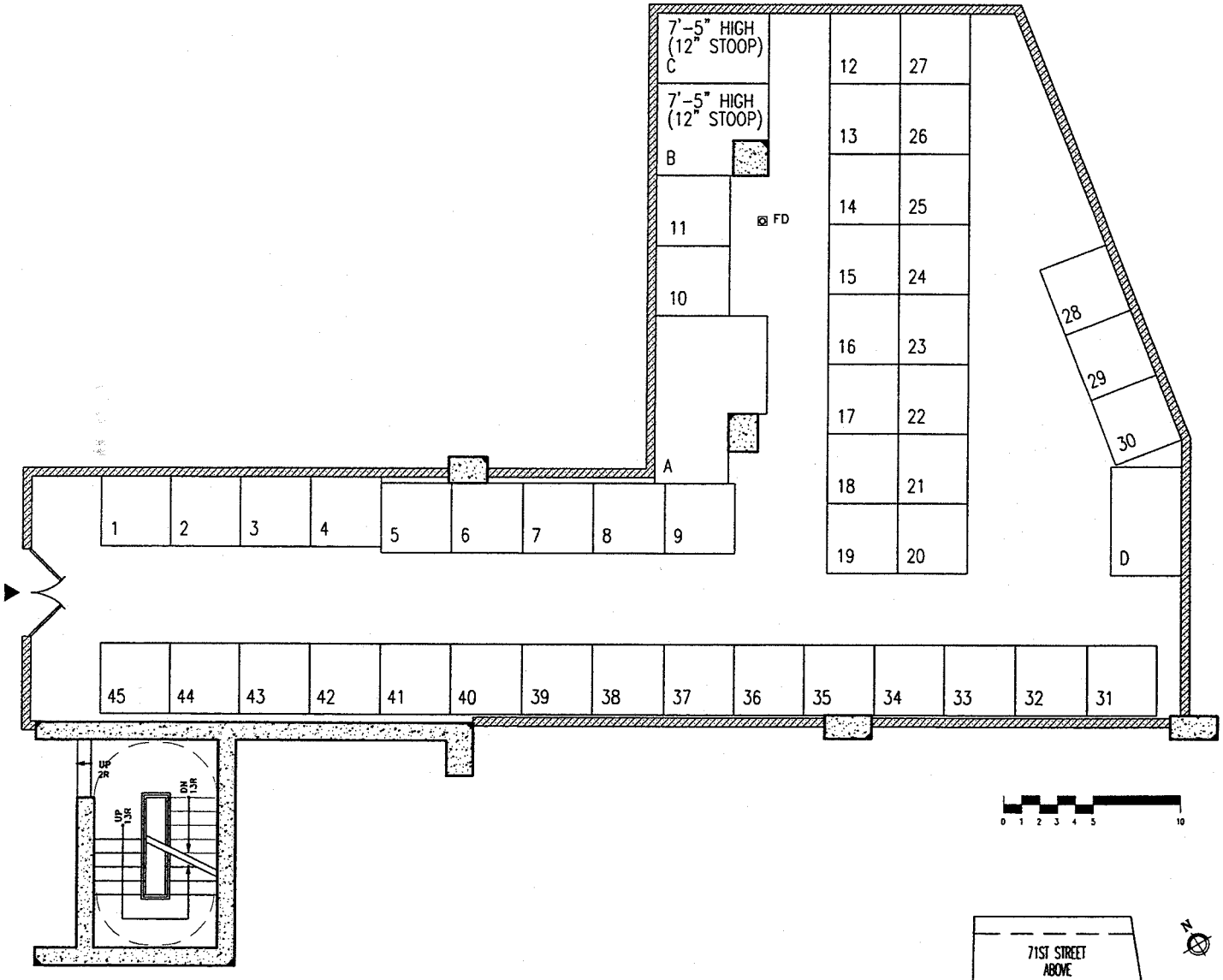
EXHIBIT A

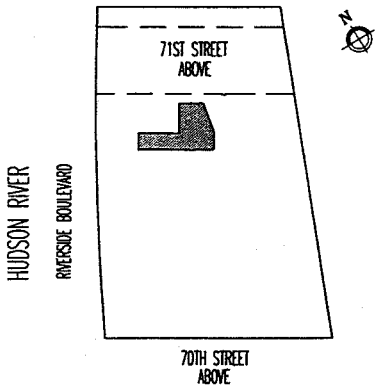
STORAGE AREA #1

45 4'x4' CUBICLES
4 CUSTOM SIZE CUBICLES

FLOORS: CELLAR

220 RIVERSIDE BOULEVARD





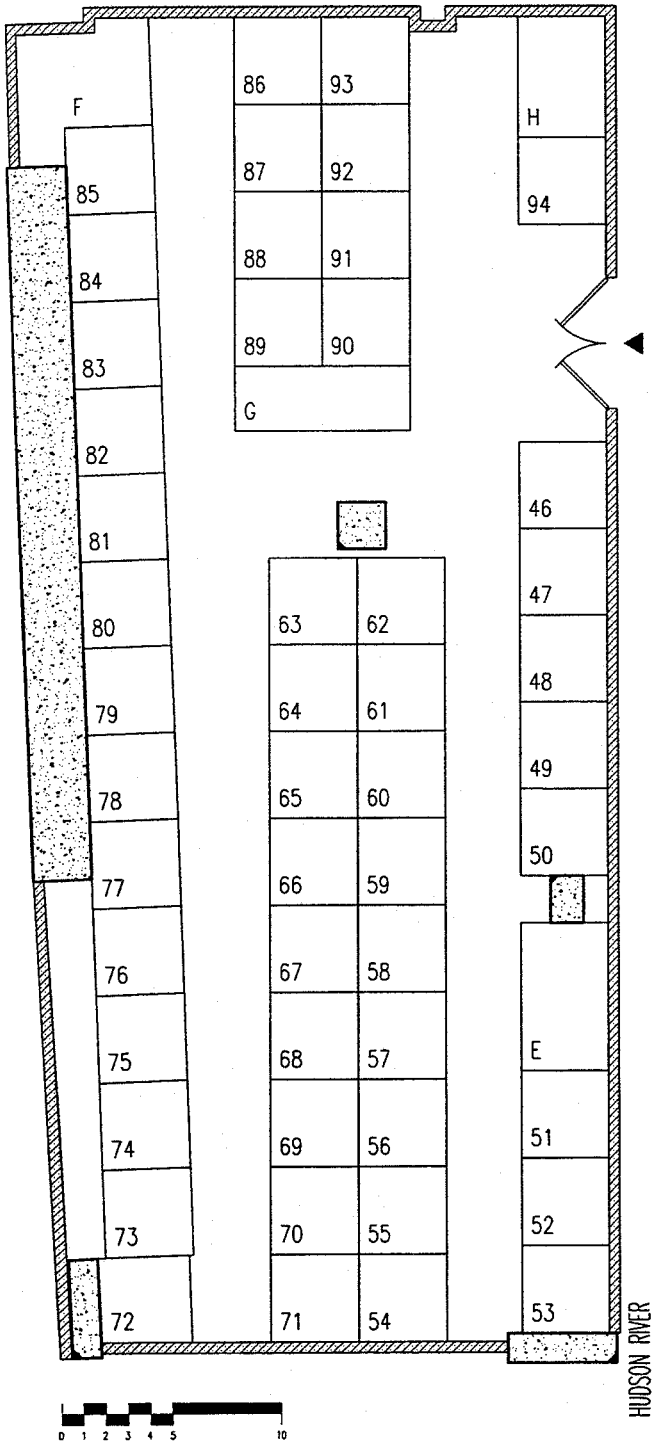
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

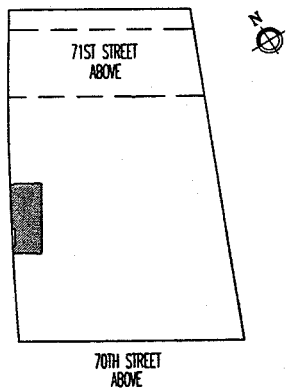
STORAGE AREA #2

48 4'x4' CUBICLES
5 CUSTOM SIZE CUBICLES

FLOORS: CELLAR

220 RIVERSIDE BOULEVARD





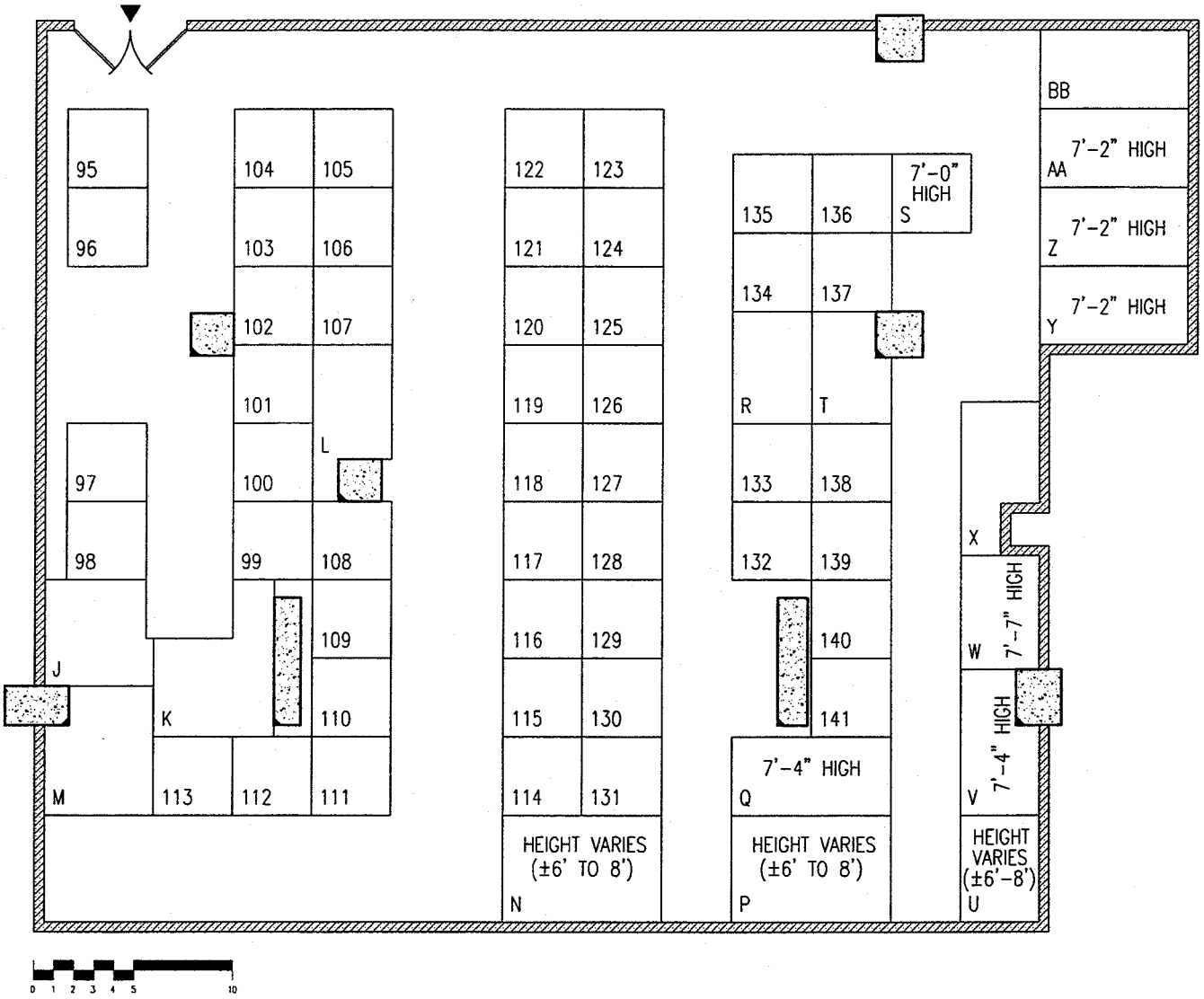
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

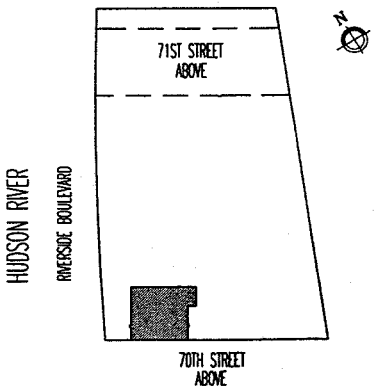
STORAGE AREA #3

48 4'x4' CUBICLES
15 CUSTOM SIZE CUBICLES

FLOORS: CELLAR

220 RIVERSIDE BOULEVARD





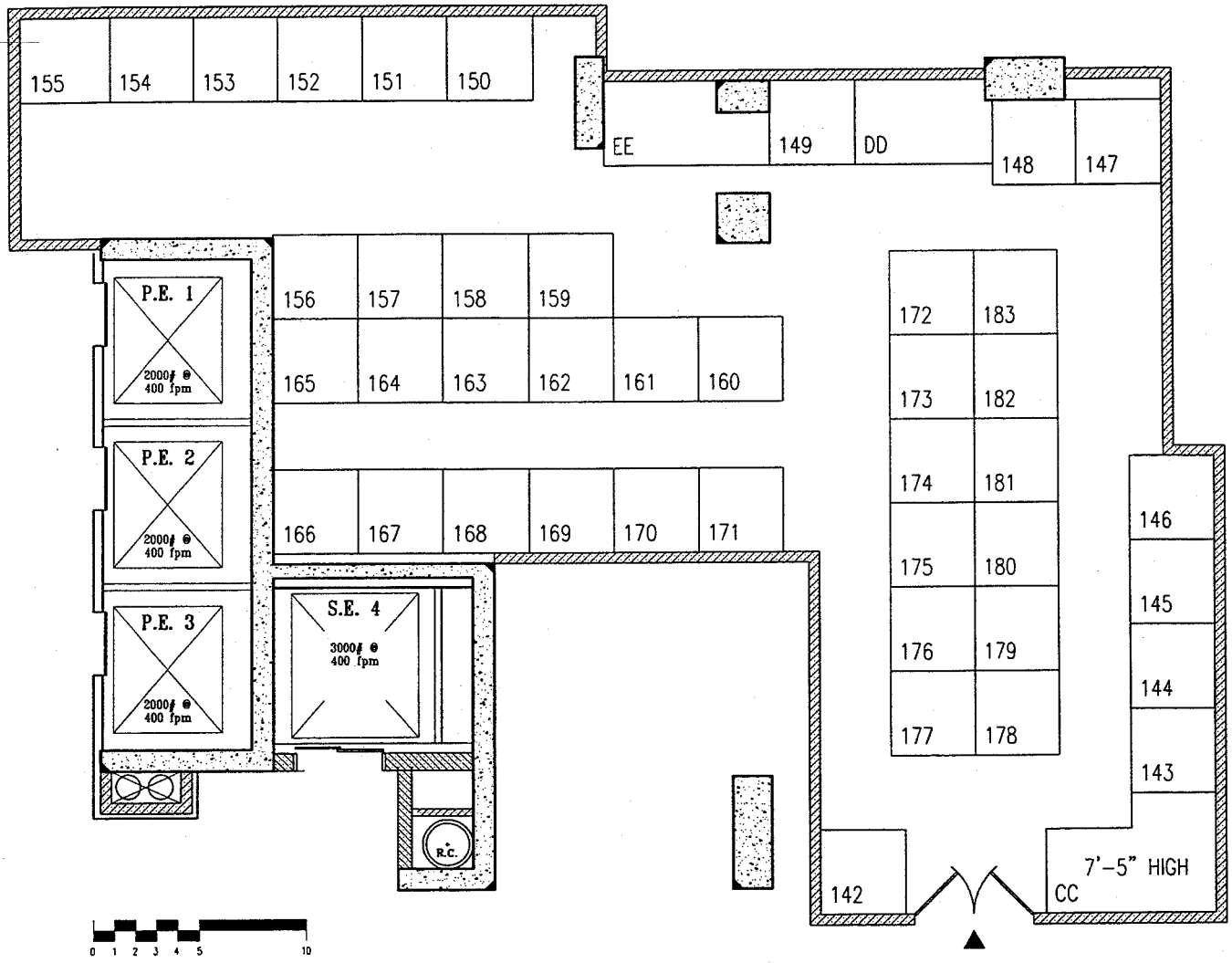
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

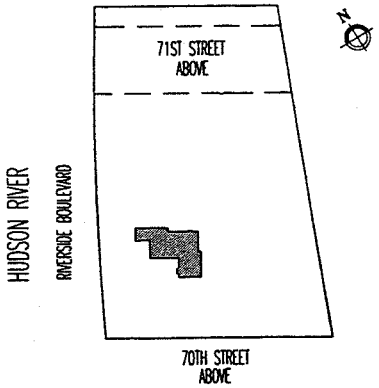
STORAGE AREA #4

41 4'x4' CUBICLES
3 CUSTOM SIZE CUBICLES

FLOORS: CELLAR

220 RIVERSIDE BOULEVARD





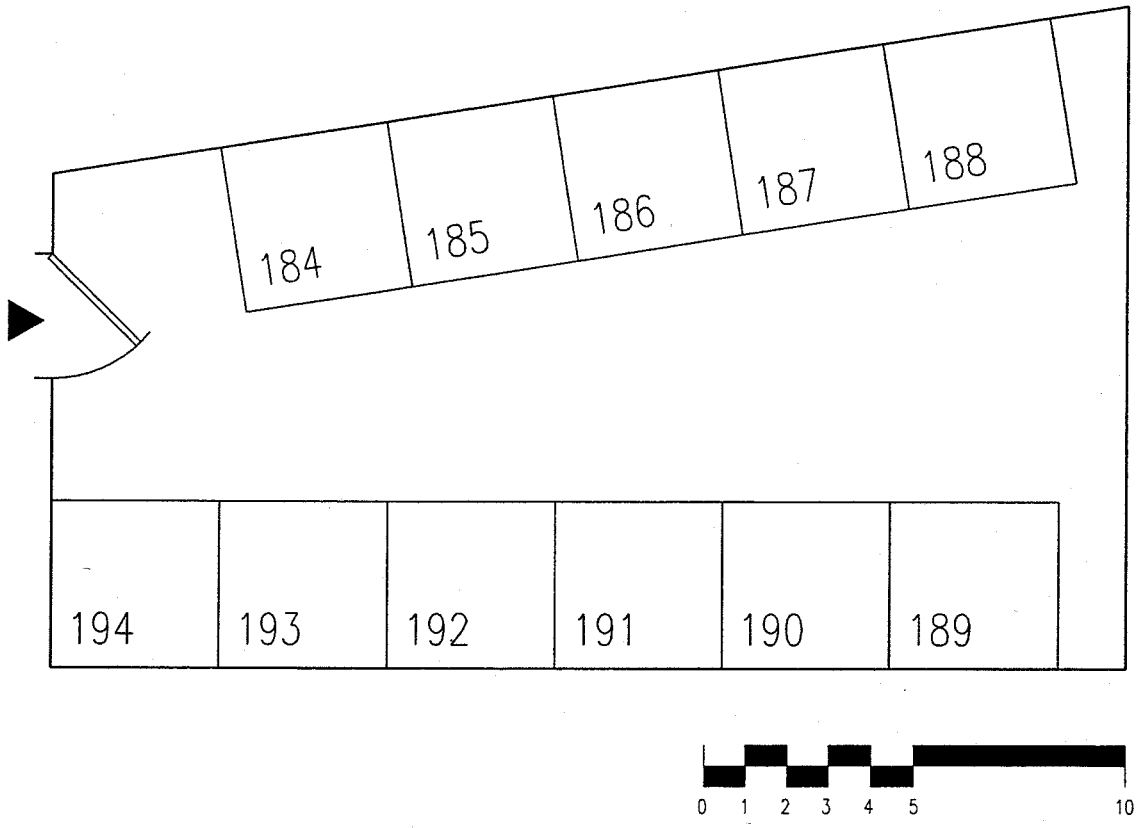
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

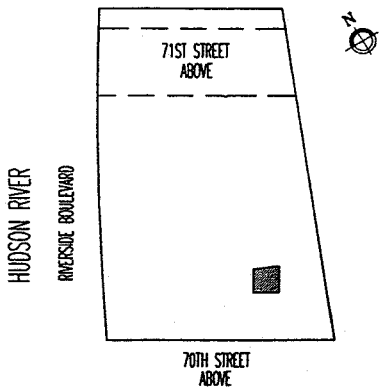
STORAGE AREA #5

11 4'x4' CUBICLES

FLOORS: CELLAR

220 RIVERSIDE BOULEVARD





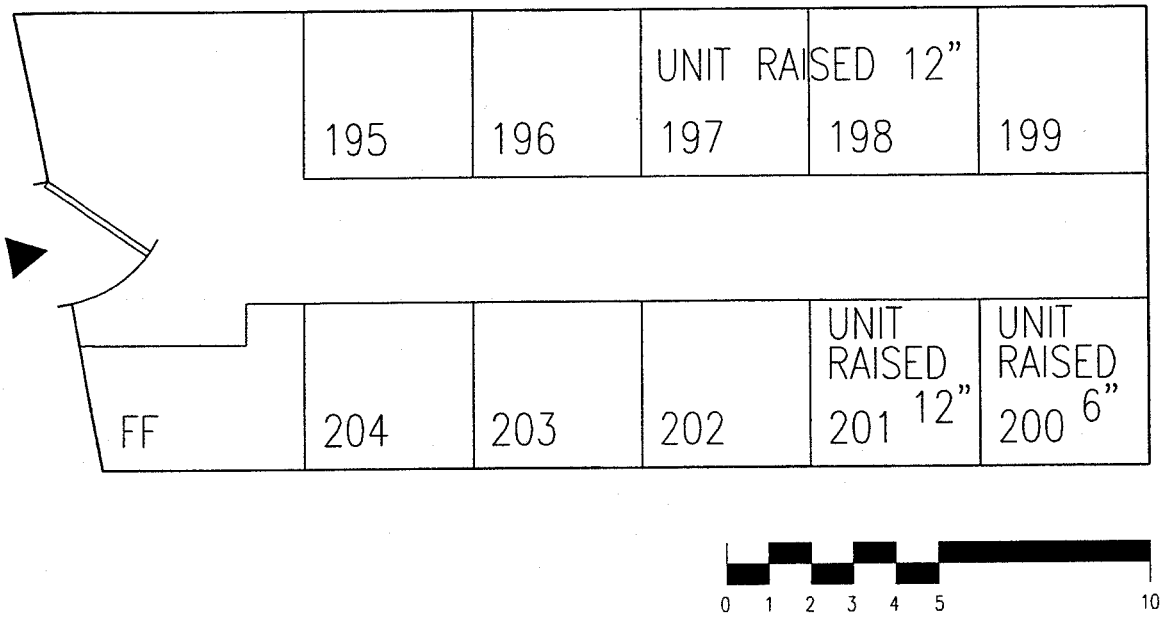
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

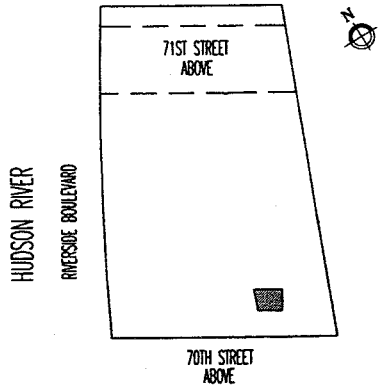
STORAGE AREA #6

10 4'x4' CUBICLES

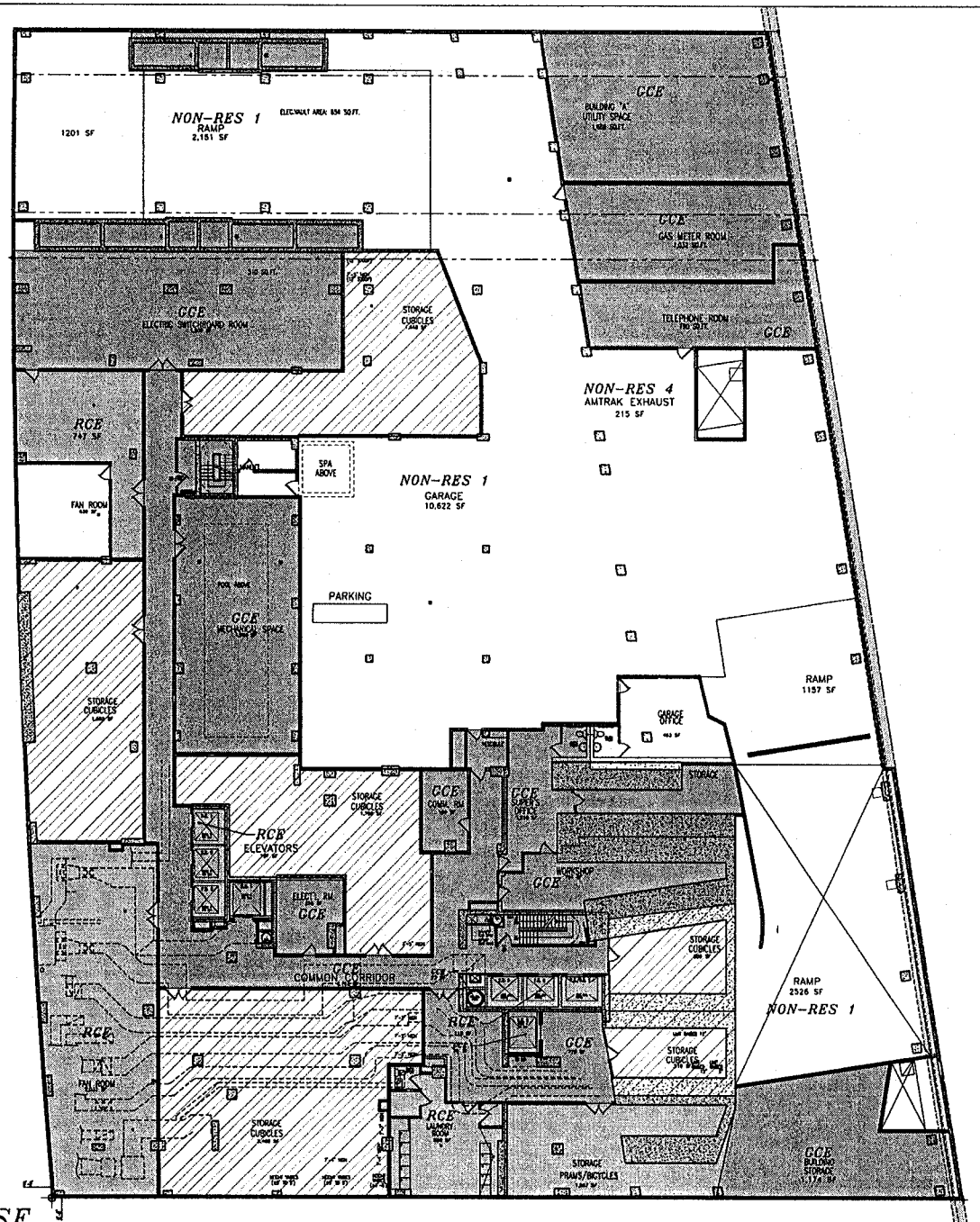
FLOORS: CELLAR

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



LEGEND

GCE

RCE

TOTAL AREA: 47,241 SF

4 CELLAR FLOOR PLAN

NOTES

No. Date Revision

Client
HUDSON WATERFRONT ASSOCIATES
720 Fifth Avenue, 10th Floor
New York, NY 10022
Tel (212) 888-0880
Fax (212) 888-3768

TRUMP / NEW WORLD PROJECT MANAGEMENT L.P.
720 Fifth Avenue, 10th Floor
New York, NY 10022
Tel (212) 888-0880
Fax (212) 888-3768

Project
BUILDING "B"
220 RIVERSIDE BOULEVARD
&
TRUMP PLACE

COSTAS KONDYLIS & ASSOCIATES, P.C.
31 West 27th Street, New York, N.Y. 10001
Tel (212) 725-4460 Fax (212) 725-3441

Title
CELLAR PLAN

Scale AS NOTED
Date 07/12/00
Project No. 99A13
Drawing No. A-7

File G:\99A13_Riverside\Arch\1_Dwg\101_CP.dwg

EXHIBIT B

8/2/2002

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
1 A	2+ / 2	1,536	775,000	0.2394%	0.2766%	11,104	925	222	18	11,124	927	11,326	944	22,228	1,852
3 A	1 / 1.5	979	650,000	0.1526%	0.1763%	7,078	590	186	16	9,330	778	7,264	605	16,408	1,367
4 A	1 / 1.5	979	655,000	0.1526%	0.1763%	7,078	590	188	16	9,402	783	7,265	605	16,480	1,373
5 A	1 / 1.5	979	660,000	0.1526%	0.1763%	7,078	590	189	16	9,474	789	7,267	606	16,551	1,379
6 A	1 / 1.5	979	725,000	0.1526%	0.1763%	7,078	590	208	17	10,407	867	7,285	607	17,484	1,457
7 A	1 / 1.5	979	730,000	0.1526%	0.1763%	7,078	590	209	17	10,478	873	7,287	607	17,556	1,463
8 A	1 / 1.5	979	735,000	0.1526%	0.1763%	7,078	590	211	18	10,550	879	7,288	607	17,628	1,469
9 A	1 / 1.5	979	740,000	0.1526%	0.1763%	7,078	590	212	18	10,622	885	7,290	607	17,700	1,475
10 A	1 / 1.5	979	745,000	0.1526%	0.1763%	7,078	590	213	18	10,694	891	7,291	608	17,771	1,481
11 A	1 / 1.5	979	750,000	0.1526%	0.1763%	7,078	590	215	18	10,766	897	7,293	608	17,843	1,487
12 A	1 / 1.5	979	755,000	0.1526%	0.1763%	7,078	590	216	18	10,837	903	7,294	608	17,915	1,493
14 A	1 / 1.5	979	760,000	0.1526%	0.1763%	7,078	590	218	18	10,909	909	7,295	608	17,987	1,499
15 A	1 / 1.5	979	780,000	0.1526%	0.1763%	7,078	590	223	19	11,196	933	7,301	608	18,274	1,523
16 A	1 / 1.5	979	770,000	0.1526%	0.1763%	7,078	590	221	18	11,053	921	7,298	608	18,130	1,511
17 A	1 / 1.5	979	775,000	0.1526%	0.1763%	7,078	590	222	18	11,124	927	7,300	608	18,202	1,517
18 A	1 / 1.5	979	780,000	0.1526%	0.1763%	7,078	590	223	19	11,196	933	7,301	608	18,274	1,523
19 A	1 / 1.5	979	785,000	0.1526%	0.1763%	7,078	590	225	19	11,268	939	7,303	609	18,346	1,529
20 A	1 / 1.5	979	790,000	0.1526%	0.1763%	7,078	590	226	19	11,340	945	7,304	609	18,417	1,535
21 A(T)	1+ / 1.5	1,171 (506)	1,255,000	0.2023%	0.2337%	9,383	782	359	30	18,014	1,501	9,742	812	27,397	2,283
22 A	1+ / 1.5	1,106	1,085,000	0.1724%	0.1992%	7,996	666	311	26	15,574	1,298	8,307	692	23,570	1,964
23 A	1+ / 1.5	1,173	1,105,000	0.1828%	0.2112%	8,478	707	316	26	15,861	1,322	8,795	733	24,340	2,028
24 A	3+ / 3	1,859	1,865,000	0.2898%	0.3348%	13,441	1,120	534	45	26,770	2,231	13,975	1,165	40,211	3,351
25 A	3+ / 3	1,859	1,880,000	0.2898%	0.3348%	13,441	1,120	538	45	26,986	2,249	13,980	1,165	40,427	3,369
26 A	3+ / 3	1,872	1,895,000	0.2918%	0.3371%	13,534	1,128	543	45	27,201	2,267	14,077	1,173	40,735	3,395
27 A	3+ / 3	1,872	1,910,000	0.2918%	0.3371%	13,534	1,128	547	46	27,416	2,285	14,081	1,173	40,950	3,413
28 A	3+ / 3	1,872	1,925,000	0.2918%	0.3371%	13,534	1,128	551	46	27,632	2,303	14,085	1,174	41,165	3,430
29 A/G(T)	4+ / 3.5	2,980 (824)	3,500,000	0.4966%	0.5738%	23,033	1,919	1,002	84	50,239	4,187	24,035	2,003	73,272	6,106
30 A	2+ / 2	1,367	1,475,000	0.2131%	0.2462%	9,884	824	422	35	21,172	1,764	10,306	859	31,056	2,588
31 A(T)	3+ / 3	1,898 (490)	2,190,000	0.3150%	0.3639%	14,610	1,217	627	52	31,435	2,620	15,237	1,270	46,045	3,837
32 A	3+ / 3	1,898	1,955,000	0.2959%	0.3419%	13,724	1,144	560	47	28,062	2,339	14,284	1,190	41,786	3,482
33 A	3+ / 3	1,898	1,970,000	0.2959%	0.3419%	13,724	1,144	564	47	28,277	2,356	14,288	1,191	42,002	3,500
34 A	3+ / 3	1,898	1,985,000	0.2959%	0.3419%	13,724	1,144	569	47	28,493	2,374	14,293	1,191	42,217	3,518
35 A	3+ / 3	1,898	2,000,000	0.2959%	0.3419%	13,724	1,144	573	48	28,708	2,392	14,297	1,191	42,432	3,536
36 A	3+ / 3	1,898	2,015,000	0.2959%	0.3419%	13,724	1,144	577	48	28,923	2,410	14,301	1,192	42,647	3,554
37 A	3+ / 3	1,898	2,030,000	0.2959%	0.3419%	13,724	1,144	581	48	29,139	2,428	14,305	1,192	42,863	3,572
38 A	3+ / 3	1,898	2,235,000	0.2959%	0.3419%	13,724	1,144	640	53	32,081	2,673	14,364	1,197	45,805	3,817
39 A	3+ / 3	1,898	2,350,000	0.2959%	0.3419%	13,724	1,144	673	56	33,732	2,811	14,397	1,200	47,456	3,955

EXHIBIT C

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
40 A	3+ / 3	1,898	2,500,000	0.2959%	0.3419%	13,724	1,144	716	60	35,885	2,990	14,440	1,203	49,609	4,134
41 A	3+ / 3	1,898	2,515,000	0.2959%	0.3419%	13,724	1,144	720	60	36,100	3,008	14,444	1,204	49,825	4,152
42 A	3+ / 3	1,898	2,530,000	0.2959%	0.3419%	13,724	1,144	725	60	36,316	3,026	14,449	1,204	50,040	4,170
43 A	3+ / 3	1,898	2,545,000	0.2959%	0.3419%	13,724	1,144	729	61	36,531	3,044	14,453	1,204	50,255	4,188
44 A	3+ / 3	1,898	2,560,000	0.2959%	0.3419%	13,724	1,144	733	61	36,746	3,062	14,457	1,205	50,470	4,206
45 A	3+ / 3	1,898	2,575,000	0.2959%	0.3419%	13,724	1,144	737	61	36,962	3,080	14,462	1,205	50,686	4,224
46 A	3+ / 3	1,898	2,590,000	0.2959%	0.3419%	13,724	1,144	742	62	37,177	3,098	14,466	1,205	50,901	4,242
PH1 A/B	7+ / 5.5	4,834 (141)	6,235,000	0.7590%	0.8769%	35,203	2,934	1,786	149	89,497	7,458	36,989	3,082	124,701	10,392
PH2 A	7+ / 5.5	6,314	7,620,000	0.9842%	1.1371%	45,648	3,804	2,182	182	109,378	9,115	47,830	3,986	155,026	12,919
PH3 A	4+ / 4.5	2,868	3,795,000	0.4471%	0.5166%	20,737	1,728	1,087	91	54,474	4,539	21,824	1,819	75,210	6,268
PH4 A	4+ / 4.5	2,868	3,995,000	0.4471%	0.5166%	20,737	1,728	1,144	95	57,344	4,779	21,881	1,823	78,081	6,507
3 B	1 / 1	880	625,000	0.1372%	0.1585%	6,363	530	179	15	8,971	748	6,542	545	15,335	1,278
4 B	1 / 1	880	630,000	0.1372%	0.1585%	6,363	530	180	15	9,043	754	6,544	545	15,407	1,284
5 B	1 / 1	880	635,000	0.1372%	0.1585%	6,363	530	182	15	9,115	760	6,545	545	15,478	1,290
6 B	1 / 1	880	650,000	0.1372%	0.1585%	6,363	530	186	16	9,330	778	6,550	546	15,694	1,308
7 B	1 / 1	880	655,000	0.1372%	0.1585%	6,363	530	188	16	9,402	783	6,551	546	15,765	1,314
8 B	1 / 1	880	660,000	0.1372%	0.1585%	6,363	530	189	16	9,474	789	6,552	546	15,837	1,320
9 B	1 / 1	880	665,000	0.1372%	0.1585%	6,363	530	190	16	9,545	795	6,554	546	15,909	1,326
10 B	1 / 1	880	670,000	0.1372%	0.1585%	6,363	530	192	16	9,617	801	6,555	546	15,981	1,332
11 B	1 / 1	880	675,000	0.1372%	0.1585%	6,363	530	193	16	9,689	807	6,557	546	16,052	1,338
12 B	1 / 1	880	680,000	0.1372%	0.1585%	6,363	530	195	16	9,761	813	6,558	547	16,124	1,344
14 B	1 / 1	880	685,000	0.1372%	0.1585%	6,363	530	196	16	9,833	819	6,560	547	16,196	1,350
15 B	1 / 1	880	705,000	0.1372%	0.1585%	6,363	530	202	17	10,120	843	6,565	547	16,483	1,374
16 B	1 / 1	880	695,000	0.1372%	0.1585%	6,363	530	199	17	9,976	831	6,562	547	16,340	1,362
17 B	1 / 1	880	700,000	0.1372%	0.1585%	6,363	530	200	17	10,048	837	6,564	547	16,411	1,368
18 B	1 / 1	880	705,000	0.1372%	0.1585%	6,363	530	202	17	10,120	843	6,565	547	16,483	1,374
19 B	1 / 1	880	710,000	0.1372%	0.1585%	6,363	530	203	17	10,191	849	6,567	547	16,555	1,380
20 B	1 / 1	880	715,000	0.1372%	0.1585%	6,363	530	205	17	10,263	855	6,568	547	16,627	1,386
21 B(T)	3+ / 3	2,025 (681)	2,095,000	0.3422%	0.3954%	15,872	1,323	600	50	30,072	2,506	16,472	1,373	45,943	3,829
22 B	0 / 1	671	485,000	0.1046%	0.1209%	4,851	404	139	12	6,962	580	4,990	416	11,813	984
23 B	0 / 1	671	495,000	0.1046%	0.1209%	4,851	404	142	12	7,105	592	4,993	416	11,957	996
24 B	2 / 2	1,444	1,115,000	0.2251%	0.2601%	10,440	870	319	27	16,005	1,334	10,760	897	26,445	2,204
25 B	2 / 2	1,444	1,125,000	0.2251%	0.2601%	10,440	870	322	27	16,148	1,346	10,763	897	26,589	2,216
26 B	2 / 2	1,431	1,135,000	0.2231%	0.2578%	10,348	862	325	27	16,292	1,358	10,673	889	26,639	2,220
27 B	2 / 2	1,431	1,145,000	0.2231%	0.2578%	10,348	862	328	27	16,435	1,370	10,675	890	26,783	2,232
28 B	2 / 2	1,431	1,155,000	0.2231%	0.2578%	10,348	862	331	28	16,579	1,382	10,678	890	26,926	2,244
29 B	2 / 2	1,451	1,170,000	0.2262%	0.2613%	10,491	874	335	28	16,794	1,400	10,826	902	27,286	2,274

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
30 B	2 / 2	1,451	1,180,000	0.2262%	0.2613%	10,491	874	338	28	16,938	1,411	10,829	902	27,429	2,286
31 B	2+ / 2	1,429	1,485,000	0.2228%	0.2574%	10,334	861	425	35	21,316	1,776	10,759	897	31,649	2,637
32 B	2+ / 2	1,429	1,495,000	0.2228%	0.2574%	10,334	861	428	36	21,459	1,788	10,762	897	31,793	2,649
33 B	2+ / 2	1,429	1,505,000	0.2228%	0.2574%	10,334	861	431	36	21,603	1,800	10,765	897	31,936	2,661
34 B	2+ / 2	1,429	1,515,000	0.2228%	0.2574%	10,334	861	434	36	21,746	1,812	10,768	897	32,080	2,673
35 B	2+ / 2	1,429	1,525,000	0.2228%	0.2574%	10,334	861	437	36	21,890	1,824	10,770	898	32,224	2,685
36 B	2+ / 2	1,429	1,535,000	0.2228%	0.2574%	10,334	861	440	37	22,033	1,836	10,773	898	32,367	2,697
37 B	2+ / 2	1,429	1,545,000	0.2228%	0.2574%	10,334	861	442	37	22,177	1,848	10,776	898	32,511	2,709
38 B	2+ / 2	1,429	1,635,000	0.2228%	0.2574%	10,334	861	468	39	23,469	1,956	10,802	900	33,803	2,817
39 B	2+ / 2	1,429	1,660,000	0.2228%	0.2574%	10,334	861	475	40	23,828	1,986	10,809	901	34,161	2,847
40 B	2+ / 2	1,429	1,770,000	0.2228%	0.2574%	10,334	861	507	42	25,407	2,117	10,841	903	35,740	2,978
41 B	2+ / 2	1,429	1,795,000	0.2228%	0.2574%	10,334	861	514	43	25,766	2,147	10,848	904	36,099	3,008
42 B	2+ / 2	1,429	1,820,000	0.2228%	0.2574%	10,334	861	521	43	26,124	2,177	10,855	905	36,458	3,038
43 B	2+ / 2	1,429	1,845,000	0.2228%	0.2574%	10,334	861	528	44	26,483	2,207	10,862	905	36,817	3,068
44 B	2+ / 2	1,429	1,870,000	0.2228%	0.2574%	10,334	861	536	45	26,842	2,237	10,869	906	37,176	3,098
45 B	2+ / 2	1,429	1,895,000	0.2228%	0.2574%	10,334	861	543	45	27,201	2,267	10,876	906	37,535	3,128
46 B	2+ / 2	1,429	1,920,000	0.2228%	0.2574%	10,334	861	550	46	27,560	2,297	10,884	907	37,893	3,158
PH1 B	*Combined Into Unit #PH1 A*														
PH2 B	*Combined Into Unit #PH2 A*														
PH3 B	3+ / 3	1,915	2,290,000	0.2985%	0.3449%	13,845	1,154	656	55	32,871	2,739	14,501	1,208	46,715	3,893
PH4 B	3+ / 3	1,915	2,415,000	0.2985%	0.3449%	13,845	1,154	692	58	34,665	2,889	14,536	1,211	48,510	4,042
3 C	1 / 1	800	610,000	0.1247%	0.1441%	5,784	482	175	15	8,756	730	5,958	497	14,540	1,212
4 C	1 / 1	800	615,000	0.1247%	0.1441%	5,784	482	176	15	8,828	736	5,960	497	14,611	1,218
5 C	1 / 1	800	620,000	0.1247%	0.1441%	5,784	482	178	15	8,900	742	5,961	497	14,683	1,224
6 C	1 / 1	783	635,000	0.1221%	0.1411%	5,663	472	182	15	9,115	760	5,845	487	14,778	1,231
7 C	1 / 1	783	640,000	0.1221%	0.1411%	5,663	472	183	15	9,187	766	5,846	487	14,850	1,237
8 C	1 / 1	783	645,000	0.1221%	0.1411%	5,663	472	185	15	9,258	772	5,848	487	14,921	1,243
9 C	1 / 1	783	650,000	0.1221%	0.1411%	5,663	472	186	16	9,330	778	5,849	487	14,993	1,249
10 C	1 / 1	783	655,000	0.1221%	0.1411%	5,663	472	188	16	9,402	783	5,851	488	15,065	1,255
11 C	1 / 1	783	660,000	0.1221%	0.1411%	5,663	472	189	16	9,474	789	5,852	488	15,137	1,261
12 C	1 / 1	783	665,000	0.1221%	0.1411%	5,663	472	190	16	9,545	795	5,854	488	15,209	1,267
14 C	1 / 1	783	670,000	0.1221%	0.1411%	5,663	472	192	16	9,617	801	5,855	488	15,280	1,273
15 C	1 / 1	783	690,000	0.1221%	0.1411%	5,663	472	198	16	9,904	825	5,861	488	15,567	1,297
16 C	1 / 1	755	685,000	0.1177%	0.1360%	5,459	455	196	16	9,833	819	5,655	471	15,292	1,274
17 C	1 / 1	755	690,000	0.1177%	0.1360%	5,459	455	198	16	9,904	825	5,657	471	15,363	1,280
18 C	1 / 1	755	695,000	0.1177%	0.1360%	5,459	455	199	17	9,976	831	5,658	472	15,435	1,286
19 C	1 / 1	755	700,000	0.1177%	0.1360%	5,459	455	200	17	10,048	837	5,660	472	15,507	1,292

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
20 C	1 / 1	755	705,000	0.1177%	0.1360%	5,459	455	202	17	10,120	843	5,661	472	15,579	1,298
21 C	3+ / 3	1,833	1,585,000	0.2857%	0.3301%	13,251	1,104	454	38	22,751	1,896	13,705	1,142	36,002	3,000
22 C	2 / 2	1,384	1,005,000	0.2157%	0.2492%	10,004	834	288	24	14,426	1,202	10,292	858	24,430	2,036
23 C	2 / 2	1,384	1,015,000	0.2157%	0.2492%	10,004	834	291	24	14,569	1,214	10,295	858	24,574	2,048
24 C	3+ / 3	1,833	1,685,000	0.2857%	0.3301%	13,251	1,104	483	40	24,187	2,016	13,734	1,144	37,438	3,120
25 C/D	5+ / 4	3,363	2,885,000	0.5242%	0.6056%	24,313	2,026	826	69	41,411	3,451	25,139	2,095	65,724	5,477
26 C	3+ / 3	1,833	1,715,000	0.2857%	0.3301%	13,251	1,104	491	41	24,617	2,051	13,742	1,145	37,868	3,156
27 C	3+ / 3	1,833	1,730,000	0.2857%	0.3301%	13,251	1,104	495	41	24,833	2,069	13,746	1,146	38,084	3,174
28 C	3+ / 3	1,833	1,745,000	0.2857%	0.3301%	13,251	1,104	500	42	25,048	2,087	13,751	1,146	38,299	3,192
29 C/D	5+ / 4.5	3,354	2,965,000	0.5228%	0.6040%	24,248	2,021	849	71	42,560	3,547	25,097	2,091	66,808	5,567
30 C	3+ / 3	1,823	1,755,000	0.2842%	0.3284%	13,181	1,098	503	42	25,191	2,099	13,684	1,140	38,373	3,198
31 C	2+ / 2	1,429	1,475,000	0.2228%	0.2574%	10,334	861	422	35	21,172	1,764	10,756	896	31,506	2,625
32 C	2+ / 2	1,429	1,485,000	0.2228%	0.2574%	10,334	861	425	35	21,316	1,776	10,759	897	31,649	2,637
33 C	2+ / 2	1,429	1,495,000	0.2228%	0.2574%	10,334	861	428	36	21,459	1,788	10,762	897	31,793	2,649
34 C	2+ / 2	1,429	1,505,000	0.2228%	0.2574%	10,334	861	431	36	21,603	1,800	10,765	897	31,936	2,661
35 C	2+ / 2	1,429	1,515,000	0.2228%	0.2574%	10,334	861	434	36	21,746	1,812	10,768	897	32,080	2,673
36 C	2+ / 2	1,429	1,525,000	0.2228%	0.2574%	10,334	861	437	36	21,890	1,824	10,770	898	32,224	2,685
37 C	2+ / 2	1,429	1,535,000	0.2228%	0.2574%	10,334	861	440	37	22,033	1,836	10,773	898	32,367	2,697
38 C	2+ / 2	1,429	1,545,000	0.2228%	0.2574%	10,334	861	442	37	22,177	1,848	10,776	898	32,511	2,709
39 C	2+ / 2	1,429	1,555,000	0.2228%	0.2574%	10,334	861	445	37	22,321	1,860	10,779	898	32,654	2,721
40 C/D	6+ / 4.5	3,344	3,620,000	0.5213%	0.6023%	24,178	2,015	1,037	86	51,962	4,330	25,215	2,101	76,140	6,345
41 C	2+ / 2	1,429	1,575,000	0.2228%	0.2574%	10,334	861	451	38	22,608	1,884	10,785	899	32,941	2,745
42 C	2+ / 2	1,429	1,585,000	0.2228%	0.2574%	10,334	861	454	38	22,751	1,896	10,788	899	33,085	2,757
43 C	2+ / 2	1,429	1,595,000	0.2228%	0.2574%	10,334	861	457	38	22,895	1,908	10,790	899	33,228	2,769
44 C	2+ / 2	1,429	1,605,000	0.2228%	0.2574%	10,334	861	460	38	23,038	1,920	10,793	899	33,372	2,781
45 C	2+ / 2	1,429	1,615,000	0.2228%	0.2574%	10,334	861	463	39	23,182	1,932	10,796	900	33,515	2,793
46 C	2+ / 2	1,429	1,625,000	0.2228%	0.2574%	10,334	861	465	39	23,325	1,944	10,799	900	33,659	2,805
PH1 C	2+ / 2	1,436 (47)	1,735,000	0.2257%	0.2608%	10,468	872	497	41	24,904	2,075	10,965	914	35,372	2,948
PH2 C	*Combined Into Unit #PH2 A*														
PH3 C	2+ / 2	1,436	1,685,000	0.2238%	0.2586%	10,380	865	483	40	24,187	2,016	10,863	905	34,567	2,881
PH4 C	2+ / 2	1,436	1,810,000	0.2238%	0.2586%	10,380	865	518	43	25,981	2,165	10,898	908	36,361	3,030
3 D	0+ / 1	775	495,000	0.1208%	0.1396%	5,603	467	142	12	7,105	592	5,745	479	12,708	1,059
4 D	0+ / 1	775	500,000	0.1208%	0.1396%	5,603	467	143	12	7,177	598	5,746	479	12,780	1,065
5 D	0+ / 1	775	505,000	0.1208%	0.1396%	5,603	467	145	12	7,249	604	5,747	479	12,852	1,071
6 D	1+ / 1.5	1,052	800,000	0.1640%	0.1895%	7,606	634	229	19	11,483	957	7,836	653	19,090	1,591
7 D	1+ / 1.5	1,052	805,000	0.1640%	0.1895%	7,606	634	231	19	11,555	963	7,837	653	19,161	1,597
8 D	1+ / 1.5	1,052	810,000	0.1640%	0.1895%	7,606	634	232	19	11,627	969	7,838	653	19,233	1,603

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
9 D	1+ / 1.5	1,052	815,000	0.1640%	0.1895%	7,606	634	233	19	11,699	975	7,840	653	19,305	1,609
10 D	1+ / 1.5	1,052	820,000	0.1640%	0.1895%	7,606	634	235	20	11,770	981	7,841	653	19,377	1,615
11 D	1+ / 1.5	1,052	825,000	0.1640%	0.1895%	7,606	634	236	20	11,842	987	7,843	654	19,449	1,621
12 D	1+ / 1.5	1,052	830,000	0.1640%	0.1895%	7,606	634	238	20	11,914	993	7,844	654	19,520	1,627
14 D	1+ / 1.5	1,052	835,000	0.1640%	0.1895%	7,606	634	239	20	11,986	999	7,846	654	19,592	1,633
15 D	1+ / 1.5	1,052	855,000	0.1640%	0.1895%	7,606	634	245	20	12,273	1,023	7,851	654	19,879	1,657
16 D	1+ / 1.5	1,025	845,000	0.1598%	0.1846%	7,412	618	242	20	12,129	1,011	7,654	638	19,541	1,628
17 D	1+ / 1.5	1,025	850,000	0.1598%	0.1846%	7,412	618	243	20	12,201	1,017	7,655	638	19,613	1,634
18 D	1+ / 1.5	1,025	855,000	0.1598%	0.1846%	7,412	618	245	20	12,273	1,023	7,657	638	19,684	1,640
19 D	1+ / 1.5	1,025	860,000	0.1598%	0.1846%	7,412	618	246	21	12,344	1,029	7,658	638	19,756	1,646
20 D	1+ / 1.5	1,025	890,000	0.1598%	0.1846%	7,412	618	255	21	12,775	1,065	7,667	639	20,187	1,682
21 D	2+ / 2	1,487	1,140,000	0.2318%	0.2678%	10,751	896	326	27	16,364	1,364	11,078	923	27,115	2,260
22 D	3+ / 3	1,833	1,645,000	0.2857%	0.3301%	13,251	1,104	471	39	23,612	1,968	13,722	1,144	36,863	3,072
23 D	3+ / 3	1,833	1,655,000	0.2857%	0.3301%	13,251	1,104	474	39	23,756	1,980	13,725	1,144	37,007	3,084
24 D	2+ / 2	1,486	1,175,000	0.2316%	0.2676%	10,742	895	337	28	16,866	1,406	11,078	923	27,608	2,301
25 D	*Combined Into Unit #25 C*														
26 D	2+ / 2	1,486	1,195,000	0.2316%	0.2676%	10,742	895	342	29	17,153	1,429	11,084	924	27,895	2,325
27 D	2+ / 2	1,486	1,205,000	0.2316%	0.2676%	10,742	895	345	29	17,297	1,441	11,087	924	28,038	2,337
28 D	2+ / 2	1,486	1,215,000	0.2316%	0.2676%	10,742	895	348	29	17,440	1,453	11,090	924	28,182	2,348
29 D	*Combined Into Unit #29 C*														
30 D	2+ / 2	1,486	1,235,000	0.2316%	0.2676%	10,742	895	354	29	17,727	1,477	11,096	925	28,469	2,372
31 D(T)	3+ / 3	1,915 (498)	2,295,000	0.3179%	0.3673%	14,744	1,229	657	55	32,943	2,745	15,402	1,283	47,687	3,974
32 D	3+ / 3	1,915	1,960,000	0.2985%	0.3449%	13,845	1,154	561	47	28,134	2,344	14,406	1,201	41,979	3,498
33 D	3+ / 3	1,915	1,975,000	0.2985%	0.3449%	13,845	1,154	566	47	28,349	2,362	14,410	1,201	42,194	3,516
34 D	3+ / 3	1,915	1,990,000	0.2985%	0.3449%	13,845	1,154	570	47	28,565	2,380	14,415	1,201	42,409	3,534
35 D	3+ / 3	1,915	2,005,000	0.2985%	0.3449%	13,845	1,154	574	48	28,780	2,398	14,419	1,202	42,625	3,552
36 D	3+ / 3	1,915	2,020,000	0.2985%	0.3449%	13,845	1,154	579	48	28,995	2,416	14,423	1,202	42,840	3,570
37 D	3+ / 3	1,915	2,035,000	0.2985%	0.3449%	13,845	1,154	583	49	29,210	2,434	14,428	1,202	43,055	3,588
38 D	3+ / 3	1,915	2,050,000	0.2985%	0.3449%	13,845	1,154	587	49	29,426	2,452	14,432	1,203	43,270	3,606
39 D	3+ / 3	1,915	2,050,000	0.2985%	0.3449%	13,845	1,154	587	49	29,426	2,452	14,432	1,203	43,270	3,606
40 D	*Combined Into Unit #40 C*														
41 D	3+ / 3	1,915	2,070,000	0.2985%	0.3449%	13,845	1,154	593	49	29,713	2,476	14,438	1,203	43,558	3,630
42 D	3+ / 3	1,915	2,085,000	0.2985%	0.3449%	13,845	1,154	597	50	29,928	2,494	14,442	1,203	43,773	3,648
43 D	3+ / 3	1,915	2,100,000	0.2985%	0.3449%	13,845	1,154	601	50	30,144	2,512	14,446	1,204	43,988	3,666
44 D	3+ / 3	1,915	2,115,000	0.2985%	0.3449%	13,845	1,154	606	50	30,359	2,530	14,450	1,204	44,203	3,684
45 D	3+ / 3	1,915	2,130,000	0.2985%	0.3449%	13,845	1,154	610	51	30,574	2,548	14,455	1,205	44,419	3,702
46 D	3+ / 3	1,915	2,145,000	0.2985%	0.3449%	13,845	1,154	614	51	30,789	2,566	14,459	1,205	44,634	3,720

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
3 E	1 / 1	875	510,000	0.1364%	0.1576%	6,326	527	146	12	7,321	610	6,472	539	13,647	1,137
4 E	1 / 1	875	515,000	0.1364%	0.1576%	6,326	527	147	12	7,392	616	6,474	539	13,719	1,143
5 E	1 / 1	875	520,000	0.1364%	0.1576%	6,326	527	149	12	7,464	622	6,475	540	13,790	1,149
6 E(T)	2+ / 2	1,512 (1,082)	1,335,000	0.2779%	0.3211%	12,889	1,074	382	32	19,163	1,597	13,272	1,106	32,052	2,671
7 E	2+ / 2	1,512	1,040,000	0.2357%	0.2723%	10,932	911	298	25	14,928	1,244	11,230	936	25,860	2,155
8 E	2+ / 2	1,512	1,045,000	0.2357%	0.2723%	10,932	911	299	25	15,000	1,250	11,231	936	25,932	2,161
9 E	2+ / 2	1,512	1,050,000	0.2357%	0.2723%	10,932	911	301	25	15,072	1,256	11,233	936	26,004	2,167
10 E	2+ / 2	1,512	1,055,000	0.2357%	0.2723%	10,932	911	302	25	15,144	1,262	11,234	936	26,075	2,173
11 E	2+ / 2	1,512	1,060,000	0.2357%	0.2723%	10,932	911	304	25	15,215	1,268	11,236	936	26,147	2,179
12 E	2+ / 2	1,512	1,070,000	0.2357%	0.2723%	10,932	911	306	26	15,359	1,280	11,238	937	26,291	2,191
14 E	2+ / 2	1,512	1,080,000	0.2357%	0.2723%	10,932	911	309	26	15,502	1,292	11,241	937	26,434	2,203
15 E	2+ / 2	1,512	1,140,000	0.2357%	0.2723%	10,932	911	326	27	16,364	1,364	11,258	938	27,296	2,275
16 E	2+ / 2	1,486	1,095,000	0.2316%	0.2676%	10,742	895	314	26	15,718	1,310	11,055	921	26,459	2,205
17 E	2+ / 2	1,486	1,105,000	0.2316%	0.2676%	10,742	895	316	26	15,861	1,322	11,058	922	26,603	2,217
18 E	2+ / 2	1,486	1,115,000	0.2316%	0.2676%	10,742	895	319	27	16,005	1,334	11,061	922	26,747	2,229
19 E	2+ / 2	1,486	1,125,000	0.2316%	0.2676%	10,742	895	322	27	16,148	1,346	11,064	922	26,890	2,241
20 E	2+ / 2	1,486	1,185,000	0.2316%	0.2676%	10,742	895	339	28	17,010	1,417	11,081	923	27,751	2,313
21 E	1 / 1	905	680,000	0.1411%	0.1630%	6,544	545	195	16	9,761	813	6,739	562	16,305	1,359
22 E	2+ / 2	1,487	1,150,000	0.2318%	0.2678%	10,751	896	329	27	16,507	1,376	11,080	923	27,258	2,272
23 E	2+ / 2	1,487	1,150,000	0.2318%	0.2678%	10,751	896	329	27	16,507	1,376	11,080	923	27,258	2,272
24 E	1 / 1	905	715,000	0.1411%	0.1630%	6,544	545	205	17	10,263	855	6,749	562	16,807	1,401
25 E	1 / 1	905	720,000	0.1411%	0.1630%	6,544	545	206	17	10,335	861	6,751	563	16,879	1,407
26 E	1 / 1	905	725,000	0.1411%	0.1630%	6,544	545	208	17	10,407	867	6,752	563	16,951	1,413
27 E	1 / 1	905	730,000	0.1411%	0.1630%	6,544	545	209	17	10,478	873	6,753	563	17,023	1,419
28 E	1 / 1	905	735,000	0.1411%	0.1630%	6,544	545	211	18	10,550	879	6,755	563	17,095	1,425
29 E	1 / 1	895	765,000	0.1395%	0.1612%	6,470	539	219	18	10,981	915	6,689	557	17,451	1,454
30 E	1 / 1	895	770,000	0.1395%	0.1612%	6,470	539	221	18	11,053	921	6,691	558	17,523	1,460
3 F	2+ / 2	1,479	940,000	0.2305%	0.2663%	10,691	891	269	22	13,493	1,124	10,960	913	24,184	2,015
4 F	2+ / 2	1,479	950,000	0.2305%	0.2663%	10,691	891	272	23	13,636	1,136	10,963	914	24,327	2,027
5 F/G	3+ / 3	2,431	1,565,000	0.3789%	0.4378%	17,574	1,464	448	37	22,464	1,872	18,022	1,502	40,038	3,336
6 F(T)	1 / 1	932 (258)	725,000	0.1553%	0.1794%	7,203	600	208	17	10,407	867	7,411	618	17,610	1,467
7 F	1 / 1	932	635,000	0.1453%	0.1679%	6,739	562	182	15	9,115	760	6,921	577	15,854	1,321
8 F	1 / 1	932	640,000	0.1453%	0.1679%	6,739	562	183	15	9,187	766	6,922	577	15,926	1,327
9 F	1 / 1	932	645,000	0.1453%	0.1679%	6,739	562	185	15	9,258	772	6,924	577	15,997	1,333
10 F	1 / 1	932	650,000	0.1453%	0.1679%	6,739	562	186	16	9,330	778	6,925	577	16,069	1,339
11 F	1 / 1	932	655,000	0.1453%	0.1679%	6,739	562	188	16	9,402	783	6,927	577	16,141	1,345
12 F	1 / 1	932	660,000	0.1453%	0.1679%	6,739	562	189	16	9,474	789	6,928	577	16,213	1,351

(T) = Terrace

8/2/2002

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
14 F	1 / 1	932	665,000	0.1453%	0.1679%	6,739	562	190	16	9,545	795	6,930	577	16,285	1,357
15 F	1 / 1	932	685,000	0.1453%	0.1679%	6,739	562	196	16	9,833	819	6,935	578	16,572	1,381
16 F	1 / 1	905	690,000	0.1411%	0.1630%	6,544	545	198	16	9,904	825	6,742	562	16,449	1,371
17 F	1 / 1	905	695,000	0.1411%	0.1630%	6,544	545	199	17	9,976	831	6,743	562	16,520	1,377
18 F	1 / 1	905	700,000	0.1411%	0.1630%	6,544	545	200	17	10,048	837	6,745	562	16,592	1,383
19 F	1 / 1	905	705,000	0.1411%	0.1630%	6,544	545	202	17	10,120	843	6,746	562	16,664	1,389
20 F	1 / 1	905	735,000	0.1411%	0.1630%	6,544	545	211	18	10,550	879	6,755	563	17,095	1,425
21 F	1 / 1.5	886	745,000	0.1381%	0.1596%	6,405	534	213	18	10,694	891	6,619	552	17,099	1,425
22 F	1 / 1	905	685,000	0.1411%	0.1630%	6,544	545	196	16	9,833	819	6,741	562	16,377	1,365
23 F	1 / 1	905	640,000	0.1411%	0.1630%	6,544	545	183	15	9,187	766	6,728	561	15,731	1,311
24 F	1 / 1.5	884	2,560,000	0.1378%	0.1592%	6,391	533	733	61	36,746	3,062	7,124	594	43,138	3,595
25 F	1 / 1.5	884	745,000	0.1378%	0.1592%	6,391	533	213	18	10,694	891	6,605	550	17,085	1,424
26 F	1 / 1.5	884	750,000	0.1378%	0.1592%	6,391	533	215	18	10,766	897	6,606	551	17,157	1,430
27 F	1 / 1.5	880	755,000	0.1372%	0.1585%	6,363	530	216	18	10,837	903	6,580	548	17,201	1,433
28 F	1 / 1.5	880	760,000	0.1372%	0.1585%	6,363	530	218	18	10,909	909	6,581	548	17,273	1,439
29 F	1 / 1	803	770,000	0.1252%	0.1447%	5,807	484	221	18	11,053	921	6,027	502	16,859	1,405
30 F	1 / 1	803	780,000	0.1252%	0.1447%	5,807	484	223	19	11,196	933	6,030	503	17,003	1,417
3 G	1 / 1	906	595,000	0.1412%	0.1631%	6,549	546	170	14	8,541	712	6,719	560	15,090	1,257
4 G	1 / 1	906	600,000	0.1412%	0.1631%	6,549	546	172	14	8,612	718	6,721	560	15,161	1,263
5 G	*Combined Into Unit #5 F*														
6 G(T)	1 / 1.5	902 (116)	790,000	0.1451%	0.1676%	6,730	561	226	19	11,340	945	6,956	580	18,070	1,506
7 G	1 / 1.5	902	745,000	0.1406%	0.1624%	6,521	543	213	18	10,694	891	6,735	561	17,215	1,435
8 G	1 / 1.5	902	750,000	0.1406%	0.1624%	6,521	543	215	18	10,766	897	6,736	561	17,287	1,441
9 G	1 / 1.5	902	755,000	0.1406%	0.1624%	6,521	543	216	18	10,837	903	6,737	561	17,358	1,447
10 G	1 / 1.5	902	760,000	0.1406%	0.1624%	6,521	543	218	18	10,909	909	6,739	562	17,430	1,453
11 G	1 / 1.5	902	765,000	0.1406%	0.1624%	6,521	543	219	18	10,981	915	6,740	562	17,502	1,458
12 G/J	4+ / 4.5	3,029	2,805,000	0.4722%	0.5456%	21,901	1,825	803	67	40,263	3,355	22,704	1,892	62,164	5,180
14 G	1 / 1.5	902	775,000	0.1406%	0.1624%	6,521	543	222	18	11,124	927	6,743	562	17,646	1,470
15 G	1 / 1.5	902	795,000	0.1406%	0.1624%	6,521	543	228	19	11,411	951	6,749	562	17,933	1,494
16 G/J(T)	3+ / 2.5	2,762 (306)	2,900,000	0.4425%	0.5113%	20,524	1,710	831	69	41,627	3,469	21,354	1,780	62,150	5,179
17 G	1 / 1.5	902	790,000	0.1406%	0.1624%	6,521	543	226	19	11,340	945	6,747	562	17,861	1,488
18 G	1 / 1.5	902	795,000	0.1406%	0.1624%	6,521	543	228	19	11,411	951	6,749	562	17,933	1,494
19 G/J	4+ / 2x.5	2,762	2,710,000	0.4305%	0.4974%	19,967	1,664	776	65	38,899	3,242	20,743	1,729	58,866	4,906
20 G	1 / 1.5	902	830,000	0.1406%	0.1624%	6,521	543	238	20	11,914	993	6,759	563	18,435	1,536
21 G(T)	2+ / 2	1,594 (153)	1,455,000	0.2544%	0.2939%	11,799	983	417	35	20,885	1,740	12,216	1,018	32,684	2,724
22 G	1 / 1.5	887	750,000	0.1383%	0.1598%	6,414	535	215	18	10,766	897	6,629	552	17,180	1,432
23 G	1 / 1.5	887	720,000	0.1383%	0.1598%	6,414	535	206	17	10,335	861	6,621	552	16,749	1,396

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
24 G	3+ / 3	1,893													
25 G	3+ / 3	1,893	1,815,000	0.2951%	0.3410%	13,687	1,141	520	43	26,053	2,171	14,207	1,184	39,740	3,312
26 G	3+ / 3	1,893	1,830,000	0.2951%	0.3410%	13,687	1,141	524	44	26,268	2,189	14,211	1,184	39,955	3,330
27 G	3+ / 3	1,897	1,845,000	0.2957%	0.3416%	13,715	1,143	528	44	26,483	2,207	14,243	1,187	40,198	3,350
28 G	3+ / 3	1,897	1,860,000	0.2957%	0.3416%	13,715	1,143	533	44	26,699	2,225	14,248	1,187	40,413	3,368
29 G(T)	*Combined Into Unit #29 A*														
30 G	2+ / 2	1,460	1,445,000	0.2276%	0.2630%	10,556	880	414	34	20,742	1,728	10,970	914	31,298	2,608
3 H	2 / 2.5	1,733	1,035,000	0.2701%	0.3121%	12,527	1,044	296	25	14,856	1,238	12,824	1,069	27,384	2,282
4 H/I	2+ / 3.5	2,716	1,675,000	0.4234%	0.4892%	19,638	1,636	480	40	24,043	2,004	20,117	1,676	43,681	3,640
5 H	2 / 2.5	1,733	1,055,000	0.2701%	0.3121%	12,527	1,044	302	25	15,144	1,262	12,830	1,069	27,671	2,306
22 H	2+ / 2	1,591	1,395,000	0.2480%	0.2865%	11,502	959	400	33	20,024	1,669	11,902	992	31,526	2,627
23 H	2+ / 2	1,591	1,405,000	0.2480%	0.2865%	11,502	959	402	34	20,167	1,681	11,905	992	31,670	2,639
3 I	1+ / 1.5	983	620,000	0.1532%	0.1770%	7,106	592	178	15	8,900	742	7,283	607	16,005	1,334
4 I	*Combined Into Unit #4 H*														
5 I	1+ / 1.5	983	640,000	0.1532%	0.1770%	7,106	592	183	15	9,187	766	7,289	607	16,292	1,358
3 J	2+ / 2.5	1,776	1,185,000	0.2768%	0.3198%	12,838	1,070	339	28	17,010	1,417	13,178	1,098	29,848	2,487
4 J/K	4+ / 3.5	2,847	2,135,000	0.4438%	0.5128%	20,584	1,715	611	51	30,646	2,554	21,195	1,766	51,230	4,269
5 J	2+ / 2.5	1,776	1,345,000	0.2768%	0.3198%	12,838	1,070	385	32	19,306	1,609	13,223	1,102	32,144	2,679
6 J	3+ / 3.5	2,127	1,945,000	0.3316%	0.3831%	15,380	1,282	557	46	27,919	2,327	15,937	1,328	43,299	3,608
7 J	3+ / 3.5	2,127	1,960,000	0.3316%	0.3831%	15,380	1,282	561	47	28,134	2,344	15,941	1,328	43,514	3,626
8 J	3+ / 3.5	2,127	1,975,000	0.3316%	0.3831%	15,380	1,282	566	47	28,349	2,362	15,946	1,329	43,729	3,644
9 J	3+ / 3.5	2,127	1,990,000	0.3316%	0.3831%	15,380	1,282	570	47	28,565	2,380	15,950	1,329	43,944	3,662
10 J	3+ / 3.5	2,127	2,005,000	0.3316%	0.3831%	15,380	1,282	574	48	28,780	2,398	15,954	1,330	44,160	3,680
11 J/K	5+ / 5	3,197	2,945,000	0.4984%	0.5758%	23,116	1,926	843	70	42,273	3,523	23,960	1,997	65,389	5,449
12 J	*Combined Into Unit #12 G*														
14 J	3+ / 3.5	2,127	2,050,000	0.3316%	0.3831%	15,380	1,282	587	49	29,426	2,452	15,967	1,331	44,806	3,734
15 J	3+ / 3.5	2,127	2,065,000	0.3316%	0.3831%	15,380	1,282	591	49	29,641	2,470	15,971	1,331	45,021	3,752
16 J(T)	*Combined Into Unit #16 G*														
17 J	3+ / 2.5	1,860	1,880,000	0.2899%	0.3349%	13,446	1,120	538	45	26,986	2,249	13,984	1,165	40,431	3,369
18 J	3+ / 2.5	1,860	1,895,000	0.2899%	0.3349%	13,446	1,120	543	45	27,201	2,267	13,989	1,166	40,647	3,387
19 J	*Combined Into Unit #19 G*														
20 J	3+ / 2.5	1,860	1,925,000	0.2899%	0.3349%	13,446	1,120	551	46	27,632	2,303	13,997	1,166	41,077	3,423
3 K	1+ / 1.5	1,071	800,000	0.1669%	0.1928%	7,741	645	229	19	11,483	957	7,970	664	19,224	1,602
4 K	*Combined Into Unit #4 J*														
5 K	1+ / 1.5	1,071	880,000	0.1669%	0.1928%	7,741	645	252	21	12,632	1,053	7,993	666	20,373	1,698
6 K	1+ / 1.5	1,071	900,000	0.1669%	0.1928%	7,741	645	258	21	12,919	1,077	7,999	667	20,660	1,722
7 K	1+ / 1.5	1,071	905,000	0.1669%	0.1928%	7,741	645	259	22	12,990	1,083	8,000	667	20,731	1,728

(T) = Terrace

8/2/2002

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
8 K	1+ / 1.5	1,071	910,000	0.1669%	0.1928%	7,741	645	261	22	13,062	1,089	8,002	667	20,803	1,734
9 K	1+ / 1.5	1,071	915,000	0.1669%	0.1928%	7,741	645	262	22	13,134	1,094	8,003	667	20,875	1,740
10 K	1+ / 1.5	1,071	920,000	0.1669%	0.1928%	7,741	645	263	22	13,206	1,100	8,004	667	20,947	1,746
11 K	*Combined Into Unit #11 J*														
12 K	1+ / 1.5	1,071	930,000	0.1669%	0.1928%	7,741	645	266	22	13,349	1,112	8,007	667	21,090	1,758
14 K	1+ / 1.5	1,071	935,000	0.1669%	0.1928%	7,741	645	268	22	13,421	1,118	8,009	667	21,162	1,763
15 K	1+ / 1.5	1,071	940,000	0.1669%	0.1928%	7,741	645	269	22	13,493	1,124	8,010	668	21,234	1,769
3 L	2+ / 2	1,454	1,060,000	0.2267%	0.2619%	10,515	876	304	25	15,215	1,268	10,818	902	25,730	2,144
4 L	2+ / 2	1,454	1,160,000	0.2267%	0.2619%	10,515	876	332	28	16,651	1,388	10,847	904	27,165	2,264
5 L	2+ / 2	1,454	1,220,000	0.2267%	0.2619%	10,515	876	349	29	17,512	1,459	10,864	905	28,026	2,336
6 L	2+ / 2	1,454	1,290,000	0.2267%	0.2619%	10,515	876	369	31	18,517	1,543	10,884	907	29,031	2,419
7 L	2+ / 2	1,454	1,300,000	0.2267%	0.2619%	10,515	876	372	31	18,660	1,555	10,887	907	29,175	2,431
8 L	2+ / 2	1,454	1,310,000	0.2267%	0.2619%	10,515	876	375	31	18,804	1,567	10,890	907	29,318	2,443
9 L	2+ / 2	1,454	1,320,000	0.2267%	0.2619%	10,515	876	378	32	18,947	1,579	10,893	908	29,462	2,455
10 L	2+ / 2	1,454	1,330,000	0.2267%	0.2619%	10,515	876	381	32	19,091	1,591	10,895	908	29,605	2,467
11 L	2+ / 2	1,454	1,340,000	0.2267%	0.2619%	10,515	876	384	32	19,234	1,603	10,898	908	29,749	2,479
12 L	2+ / 2	1,454	1,350,000	0.2267%	0.2619%	10,515	876	387	32	19,378	1,615	10,901	908	29,893	2,491
14 L	2+ / 2	1,454	1,360,000	0.2267%	0.2619%	10,515	876	390	32	19,522	1,627	10,904	909	30,036	2,503
15 L	2+ / 2	1,454	1,370,000	0.2267%	0.2619%	10,515	876	392	33	19,665	1,639	10,907	909	30,180	2,515
16 L(T)	2+ / 2	1,484 (292)	1,510,000	0.2427%	0.2804%	11,257	938	432	36	21,675	1,806	11,689	974	32,931	2,744
17 L	2+ / 2	1,484	1,370,000	0.2313%	0.2672%	10,728	894	392	33	19,665	1,639	11,120	927	30,393	2,533
18 L	2+ / 2	1,484	1,380,000	0.2313%	0.2672%	10,728	894	395	33	19,809	1,651	11,123	927	30,536	2,545
19 L	2+ / 2	1,484	1,390,000	0.2313%	0.2672%	10,728	894	398	33	19,952	1,663	11,126	927	30,680	2,557
20 L	2+ / 2	1,484	1,400,000	0.2313%	0.2672%	10,728	894	401	33	20,096	1,675	11,129	927	30,824	2,569
3 M	2+ / 2	1,456	1,045,000	0.2270%	0.2623%	10,528	877	299	25	15,000	1,250	10,828	902	25,528	2,127
4 M	2+ / 2	1,456	1,145,000	0.2270%	0.2623%	10,528	877	328	27	16,435	1,370	10,856	905	26,964	2,247
5 M	2+ / 2	1,456	1,205,000	0.2270%	0.2623%	10,528	877	345	29	17,297	1,441	10,874	906	27,825	2,319
6 M	2+ / 2	1,456	1,305,000	0.2270%	0.2623%	10,528	877	374	31	18,732	1,561	10,902	909	29,260	2,438
7 M	2+ / 2	1,456	1,350,000	0.2270%	0.2623%	10,528	877	387	32	19,378	1,615	10,915	910	29,906	2,492
8 M	2+ / 2	1,456	1,360,000	0.2270%	0.2623%	10,528	877	390	32	19,522	1,627	10,918	910	30,050	2,504
9 M	2+ / 2	1,456	1,360,000	0.2270%	0.2623%	10,528	877	390	32	19,522	1,627	10,918	910	30,050	2,504
10 M/N	5+ / 5	3,206	2,930,000	0.4998%	0.5775%	23,181	1,932	839	70	42,057	3,505	24,020	2,002	65,239	5,437
11 M	2+ / 2	1,456	1,380,000	0.2270%	0.2623%	10,528	877	395	33	19,809	1,651	10,924	910	30,337	2,528
12 M	2+ / 2	1,456	1,390,000	0.2270%	0.2623%	10,528	877	398	33	19,952	1,663	10,927	911	30,481	2,540
14 M	2+ / 2	1,456	1,400,000	0.2270%	0.2623%	10,528	877	401	33	20,096	1,675	10,929	911	30,624	2,552
15 M	2+ / 2	1,456	1,410,000	0.2270%	0.2623%	10,528	877	404	34	20,239	1,687	10,932	911	30,768	2,564
16 M(T)	2+ / 2	1,524 (272)	1,695,000	0.2482%	0.2868%	11,512	959	485	40	24,330	2,028	11,997	1,000	35,842	2,987

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
17 M	2+ / 2	1,524	1,485,000	0.2376%	0.2745%	11,020	918	425	35	21,316	1,776	11,445	954	32,336	2,695
18 M	2+ / 2	1,524	1,495,000	0.2376%	0.2745%	11,020	918	428	36	21,459	1,788	11,448	954	32,479	2,707
19 M	2+ / 2	1,524	1,505,000	0.2376%	0.2745%	11,020	918	431	36	21,603	1,800	11,451	954	32,623	2,719
20 M	2+ / 2	1,524	1,575,000	0.2376%	0.2745%	11,020	918	451	38	22,608	1,884	11,471	956	33,628	2,802
3 N	3+ / 3	1,718	1,205,000	0.2678%	0.3094%	12,421	1,035	345	29	17,297	1,441	12,766	1,064	29,717	2,476
4 N	3+ / 3	1,718	1,335,000	0.2678%	0.3094%	12,421	1,035	382	32	19,163	1,597	12,803	1,067	31,583	2,632
5 N	3+ / 3	1,718	1,420,000	0.2678%	0.3094%	12,421	1,035	407	34	20,383	1,699	12,827	1,069	32,804	2,734
6 N	3+ / 3	1,718	1,395,000	0.2678%	0.3094%	12,421	1,035	400	33	20,024	1,669	12,820	1,068	32,445	2,704
7 N	3+ / 3	1,718	1,410,000	0.2678%	0.3094%	12,421	1,035	404	34	20,239	1,687	12,825	1,069	32,660	2,722
8 N	3+ / 3	1,718	1,425,000	0.2678%	0.3094%	12,421	1,035	408	34	20,455	1,705	12,829	1,069	32,875	2,740
9 N	3+ / 3	1,750	1,545,000	0.2728%	0.3152%	12,653	1,054	442	37	22,177	1,848	13,095	1,091	34,830	2,902
10 N	*Combined Into Unit #10 M*														
11 N/P	4+ / 3	2,319	2,075,000	0.3615%	0.4177%	16,767	1,397	594	50	29,785	2,482	17,361	1,447	46,551	3,879
12 N	3+ / 3	1,750	1,590,000	0.2728%	0.3152%	12,653	1,054	455	38	22,823	1,902	13,108	1,092	35,476	2,956
14 N	3+ / 3	1,750	1,605,000	0.2728%	0.3152%	12,653	1,054	460	38	23,038	1,920	13,112	1,093	35,691	2,974
15 N	3+ / 3	1,750	1,620,000	0.2728%	0.3152%	12,653	1,054	464	39	23,254	1,938	13,117	1,093	35,906	2,992
16 N(T)	3+ / 3	2,318 (1,460)	2,485,000	0.4182%	0.4832%	19,396	1,616	712	59	35,670	2,972	20,108	1,676	55,066	4,589
17 N	3+ / 3	2,318	2,200,000	0.3613%	0.4174%	16,757	1,396	630	53	31,579	2,632	17,387	1,449	48,336	4,028
18 N	3+ / 3	2,318	2,215,000	0.3613%	0.4174%	16,757	1,396	634	53	31,794	2,650	17,392	1,449	48,552	4,046
19 N	3+ / 3	2,318	2,230,000	0.3613%	0.4174%	16,757	1,396	639	53	32,010	2,667	17,396	1,450	48,767	4,064
20 N	3+ / 3	2,318	2,320,000	0.3613%	0.4174%	16,757	1,396	664	55	33,301	2,775	17,422	1,452	50,059	4,172
3 P	1 / 1	686	490,000	0.1069%	0.1235%	4,958	413	140	12	7,033	586	5,098	425	11,992	999
4 P	1 / 1	686	495,000	0.1069%	0.1235%	4,958	413	142	12	7,105	592	5,100	425	12,063	1,005
5 P	1 / 1	686	500,000	0.1069%	0.1235%	4,958	413	143	12	7,177	598	5,101	425	12,135	1,011
6 P	1 / 1	686	515,000	0.1069%	0.1235%	4,958	413	147	12	7,392	616	5,106	425	12,350	1,029
7 P	1 / 1	686	520,000	0.1069%	0.1235%	4,958	413	149	12	7,464	622	5,107	426	12,422	1,035
8 P	1 / 1	686	525,000	0.1069%	0.1235%	4,958	413	150	13	7,536	628	5,108	426	12,494	1,041
9 P/R(T)	3 / 2	1,551 (550)	1,200,000	0.2632%	0.3041%	12,207	1,017	344	29	17,225	1,435	12,551	1,046	29,432	2,453
10 P	0 / 1	569	495,000	0.0887%	0.1025%	4,114	343	142	12	7,105	592	4,256	355	11,219	935
11 P	*Combined Into Unit #11 N*														
12 P	0 / 1	569	505,000	0.0887%	0.1025%	4,114	343	145	12	7,249	604	4,259	355	11,363	947
14 P	0 / 1	569	510,000	0.0887%	0.1025%	4,114	343	146	12	7,321	610	4,260	355	11,435	953
15 P	0 / 1	569	515,000	0.0887%	0.1025%	4,114	343	147	12	7,392	616	4,261	355	11,506	959
3 R	1 / 1	696	545,000	0.1085%	0.1254%	5,032	419	156	13	7,823	652	5,188	432	12,855	1,071
4 R	1 / 1	696	550,000	0.1085%	0.1254%	5,032	419	158	13	7,895	658	5,190	432	12,927	1,077
5 R	1 / 1	696	555,000	0.1085%	0.1254%	5,032	419	159	13	7,966	664	5,191	433	12,999	1,083
6 R	1 / 1	696	560,000	0.1085%	0.1254%	5,032	419	160	13	8,038	670	5,193	433	13,071	1,089

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
7 R	1 / 1	696	565,000	0.1085%	0.1254%	5,032	419	162	13	8,110	676	5,194	433	13,142	1,095
8 R	1 / 1	696	570,000	0.1085%	0.1254%	5,032	419	163	14	8,182	682	5,196	433	13,214	1,101
9 R(T)	*Combined Into Unit #9 P*														
10 R	1 / 1	880	615,000	0.1372%	0.1585%	6,363	530	176	15	8,828	736	6,540	545	15,191	1,266
11 R	1 / 1	880	620,000	0.1372%	0.1585%	6,363	530	178	15	8,900	742	6,541	545	15,263	1,272
12 R	1 / 1	880	625,000	0.1372%	0.1585%	6,363	530	179	15	8,971	748	6,542	545	15,335	1,278
14 R	1 / 1	880	630,000	0.1372%	0.1585%	6,363	530	180	15	9,043	754	6,544	545	15,407	1,284
15 R	1 / 1	880	635,000	0.1372%	0.1585%	6,363	530	182	15	9,115	760	6,545	545	15,478	1,290
3 S	1 / 1	678	530,000	0.1057%	0.1221%	4,902	409	152	13	7,608	634	5,054	421	12,510	1,043
4 S	1 / 1	678	535,000	0.1057%	0.1221%	4,902	409	153	13	7,679	640	5,056	421	12,582	1,048
5 S	1 / 1	678	540,000	0.1057%	0.1221%	4,902	409	155	13	7,751	646	5,057	421	12,654	1,054
6 S	1 / 1	678	550,000	0.1057%	0.1221%	4,902	409	158	13	7,895	658	5,060	422	12,797	1,066
7 S	1 / 1	678	555,000	0.1057%	0.1221%	4,902	409	159	13	7,966	664	5,061	422	12,869	1,072
8 S	1 / 1	678	560,000	0.1057%	0.1221%	4,902	409	160	13	8,038	670	5,063	422	12,941	1,078
3 T	1 / 1.5	1,141	650,000	0.1779%	0.2055%	8,251	688	186	16	9,330	778	8,437	703	17,581	1,465
4 T	1 / 1.5	1,141	655,000	0.1779%	0.2055%	8,251	688	188	16	9,402	783	8,439	703	17,653	1,471
5 T	1 / 1.5	1,141	660,000	0.1779%	0.2055%	8,251	688	189	16	9,474	789	8,440	703	17,725	1,477
6 T	1 / 1.5	1,141	665,000	0.1779%	0.2055%	8,251	688	190	16	9,545	795	8,442	703	17,797	1,483
7 T	1 / 1.5	1,141	670,000	0.1779%	0.2055%	8,251	688	192	16	9,617	801	8,443	704	17,868	1,489
8 T	1 / 1.5	1,141	675,000	0.1779%	0.2055%	8,251	688	193	16	9,689	807	8,444	704	17,940	1,495
3 U	1 / 1	773	585,000	0.1205%	0.1392%	5,589	466	168	14	8,397	700	5,756	480	13,986	1,166
4 U	1 / 1	773	590,000	0.1205%	0.1392%	5,589	466	169	14	8,469	706	5,758	480	14,058	1,171
5 U	1 / 1	773	595,000	0.1205%	0.1392%	5,589	466	170	14	8,541	712	5,759	480	14,130	1,177
6 U	1 / 1	773	585,000	0.1205%	0.1392%	5,589	466	168	14	8,397	700	5,756	480	13,986	1,166
7 U	1 / 1	773	590,000	0.1205%	0.1392%	5,589	466	169	14	8,469	706	5,758	480	14,058	1,171
8 U	1 / 1	773	595,000	0.1205%	0.1392%	5,589	466	170	14	8,541	712	5,759	480	14,130	1,177
9 U	1 / 1	773	600,000	0.1205%	0.1392%	5,589	466	172	14	8,612	718	5,761	480	14,201	1,183
10 U	1 / 1	773	605,000	0.1205%	0.1392%	5,589	466	173	14	8,684	724	5,762	480	14,273	1,189
11 U	1 / 1	773	610,000	0.1205%	0.1392%	5,589	466	175	15	8,756	730	5,764	480	14,345	1,195
12 U	1 / 1	773	615,000	0.1205%	0.1392%	5,589	466	176	15	8,828	736	5,765	480	14,417	1,201
14 U	1 / 1	773	620,000	0.1205%	0.1392%	5,589	466	178	15	8,900	742	5,766	481	14,488	1,207
15 U	1 / 1	773	640,000	0.1205%	0.1392%	5,589	466	183	15	9,187	766	5,772	481	14,775	1,231
16 U	1 / 1	765	630,000	0.1192%	0.1377%	5,529	461	180	15	9,043	754	5,709	476	14,572	1,214
17 U	1 / 1	765	635,000	0.1192%	0.1377%	5,529	461	182	15	9,115	760	5,710	476	14,643	1,220
18 U	1 / 1	765	640,000	0.1192%	0.1377%	5,529	461	183	15	9,187	766	5,712	476	14,715	1,226
19 U	1 / 1	765	645,000	0.1192%	0.1377%	5,529	461	185	15	9,258	772	5,713	476	14,787	1,232
20 U	1 / 1	765	675,000	0.1192%	0.1377%	5,529	461	193	16	9,689	807	5,722	477	15,218	1,268

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
3 V	1 / 1	707	520,000	0.1102%	0.1273%	5,111	426	149	12	7,464	622	5,260	438	12,575	1,048
4 V	1 / 1	707	525,000	0.1102%	0.1273%	5,111	426	150	13	7,536	628	5,262	438	12,647	1,054
5 V	1 / 1	707	530,000	0.1102%	0.1273%	5,111	426	152	13	7,608	634	5,263	439	12,719	1,060
6 V	1 / 1	707	535,000	0.1102%	0.1273%	5,111	426	153	13	7,679	640	5,264	439	12,791	1,066
7 V	1 / 1	707	540,000	0.1102%	0.1273%	5,111	426	155	13	7,751	646	5,266	439	12,862	1,072
8 V	1 / 1	707	545,000	0.1102%	0.1273%	5,111	426	156	13	7,823	652	5,267	439	12,934	1,078
9 V	1 / 1	707	550,000	0.1102%	0.1273%	5,111	426	158	13	7,895	658	5,269	439	13,006	1,084
10 V	1 / 1	707	555,000	0.1102%	0.1273%	5,111	426	159	13	7,966	664	5,270	439	13,078	1,090
11 V	1 / 1	707	560,000	0.1102%	0.1273%	5,111	426	160	13	8,038	670	5,272	439	13,149	1,096
12 V	1 / 1	707	565,000	0.1102%	0.1273%	5,111	426	162	13	8,110	676	5,273	439	13,221	1,102
14 V	1 / 1	707	570,000	0.1102%	0.1273%	5,111	426	163	14	8,182	682	5,274	440	13,293	1,108
15 V	1 / 1	707	590,000	0.1102%	0.1273%	5,111	426	169	14	8,469	706	5,280	440	13,580	1,132
16 V	1 / 1	707	595,000	0.1102%	0.1273%	5,111	426	170	14	8,541	712	5,282	440	13,652	1,138
17 V	1 / 1	707	600,000	0.1102%	0.1273%	5,111	426	172	14	8,612	718	5,283	440	13,724	1,144
18 V	1 / 1	707	605,000	0.1102%	0.1273%	5,111	426	173	14	8,684	724	5,284	440	13,795	1,150
19 V	1 / 1	707	610,000	0.1102%	0.1273%	5,111	426	175	15	8,756	730	5,286	440	13,867	1,156
20 V	1 / 1	707	615,000	0.1102%	0.1273%	5,111	426	176	15	8,828	736	5,287	441	13,939	1,162
3 W	0 / 1	549	365,000	0.0856%	0.0989%	3,970	331	105	9	5,239	437	4,075	340	9,209	767
4 W	0 / 1	549	370,000	0.0856%	0.0989%	3,970	331	106	9	5,311	443	4,076	340	9,281	773
5 W	0 / 1	549	375,000	0.0856%	0.0989%	3,970	331	107	9	5,383	449	4,078	340	9,353	779
6 W	0 / 1	549	385,000	0.0856%	0.0989%	3,970	331	110	9	5,526	461	4,080	340	9,497	791
7 W	0 / 1	549	390,000	0.0856%	0.0989%	3,970	331	112	9	5,598	467	4,082	340	9,568	797
8 W	0 / 1	549	395,000	0.0856%	0.0989%	3,970	331	113	9	5,670	472	4,083	340	9,640	803
9 W	0 / 1	549	400,000	0.0856%	0.0989%	3,970	331	115	10	5,742	478	4,085	340	9,712	809
10 W	0 / 1	549	405,000	0.0856%	0.0989%	3,970	331	116	10	5,813	484	4,086	341	9,784	815
11 W	0 / 1	549	410,000	0.0856%	0.0989%	3,970	331	117	10	5,885	490	4,088	341	9,855	821
12 W	0 / 1	549	415,000	0.0856%	0.0989%	3,970	331	119	10	5,957	496	4,089	341	9,927	827
14 W	0 / 1	549	420,000	0.0856%	0.0989%	3,970	331	120	10	6,029	502	4,090	341	9,999	833
15 W	0 / 1	549	435,000	0.0856%	0.0989%	3,970	331	125	10	6,244	520	4,095	341	10,214	851
16 W	0 / 1	549	430,000	0.0856%	0.0989%	3,970	331	123	10	6,172	514	4,093	341	10,142	845
17 W	0 / 1	549	435,000	0.0856%	0.0989%	3,970	331	125	10	6,244	520	4,095	341	10,214	851
18 W	0 / 1	549	440,000	0.0856%	0.0989%	3,970	331	126	11	6,316	526	4,096	341	10,286	857
19 W	0 / 1	549	445,000	0.0856%	0.0989%	3,970	331	127	11	6,388	532	4,098	341	10,358	863
20 W	0 / 1	549	450,000	0.0856%	0.0989%	3,970	331	129	11	6,459	538	4,099	342	10,430	869
SUBTOTAL	**423**	**551,053 (7,676)**	**503,550,000**	**85.9062%**	**99.2540%**	**3,984,402**	**332,034**	**144,217**	**12,018**	**7,227,981**	**602,332**	**4,128,619**	**344,052**	**11,212,383**	**934,365**

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.1		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.2		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.3		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.4		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.5		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.6		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.7		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.8		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.9		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.10		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.11		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.12		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.13		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.14		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.15		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.16		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.17		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.18		*Combined Into Storage Unit #17*													
Storage Unit No.19		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.20		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.21		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.22		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.23		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.24		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.25		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.26		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.27		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.28		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.29		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.30		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.31		48	30,000	0.0075%	0.0087%	230	19	9	0.72	431	36	239	20	661	55
Storage Unit No.32		*Combined Into Storage Unit #31*													
Storage Unit No.33		*Combined Into Storage Unit #31*													
Storage Unit No.34		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.35		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.36		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.37		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.38	*Combined Into Storage Unit #37*														
Storage Unit No.39	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.40	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.41	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.42	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.43	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.44	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.45	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.46	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.47	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.48	32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.49	*Combined Into Storage Unit #48*														
Storage Unit No.50	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.51	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.52	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.53	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.54	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.55	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.56	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.57	32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.58	*Combined Into Storage Unit #57*														
Storage Unit No.59	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.60	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.61	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.62	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.63	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.64	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.65	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.66	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.67	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.68	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.69	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.70	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.71	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.72	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.73	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.74	16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.75		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.76		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.77		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.78		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.79		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.80		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.81		*Combined Into Storage Unit #80*													
Storage Unit No.82		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.83		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.84		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.85		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.86		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.87		*Combined Into Storage Unit #86*													
Storage Unit No.88		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.89		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.90		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.91		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.92		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.93		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.94		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.95		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.96		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.97		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.98		*Combined Into Storage Unit #97*													
Storage Unit No.99		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.100		*Combined Into Storage Unit #99*													
Storage Unit No.101		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.102		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.103		*Combined Into Storage Unit #102*													
Storage Unit No.104		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.105		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.106		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.107		*Combined Into Storage Unit #106*													
Storage Unit No.108		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.109		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.110		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.111		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.112		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.113		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.114		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.115		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.116		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.117		*Combined Into Storage Unit #116*													
Storage Unit No.118		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.119		*Combined Into Storage Unit #118*													
Storage Unit No.120		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.121		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.122		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.123		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.124		*Combined Into Storage Unit #123*													
Storage Unit No.125		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.126		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.127		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.128		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.129		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.130		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.131		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.132		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.133		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.134		64	40,000	0.0100%	0.0116%	307	26	11	0.95	574	48	318	27	881	73
Storage Unit No.135		*Combined Into Storage Unit #134*													
Storage Unit No.136		*Combined Into Storage Unit #134*													
Storage Unit No.137		*Combined Into Storage Unit #134*													
Storage Unit No.138		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.139		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.140		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.141		*Combined Into Storage Unit #140*													
Storage Unit No.142		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.143		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.144		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.145		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.146		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.147		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.148		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.149		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.150		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.151		48	30,000	0.0075%	0.0087%	230	19	9	0.72	431	36	239	20	661	55
Storage Unit No.152		*Combined Into Storage Unit #151*													
Storage Unit No.153		*Combined Into Storage Unit #151*													
Storage Unit No.154		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.155		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.156		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.157		*Combined Into Storage Unit #156*													
Storage Unit No.158		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.159		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.160		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.161		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.162		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.163		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.164		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.165		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.166		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.167		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.168		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.169		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.170		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.171		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.172		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.173		*Combined Into Storage Unit #172*													
Storage Unit No.174		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.175		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.176		*Combined Into Storage Unit #175*													
Storage Unit No.177		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.178		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.179		*Combined Into Storage Unit #178*													
Storage Unit No.180		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.181		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.182		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.183		*Combined Into Storage Unit #182*													
Storage Unit No.184		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.185		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.186		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.187		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.188		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.189		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.190		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit No.191		*Combined Into Storage Unit #190*													
Storage Unit No.192		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.193		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.194		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.195		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.196		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.197		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.198		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.199		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.200		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.201		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit No.202		48	30,000	0.0075%	0.0087%	230	19	9	0.72	431	36	239	20	661	55
Storage Unit No.203		*Combined Into Storage Unit #202*													
Storage Unit No.204		*Combined Into Storage Unit #202*													
Storage Unit A		53	33,000	0.0083%	0.0096%	254	21	9	0.79	474	39	264	22	728	61
Storage Unit B		29	18,000	0.0045%	0.0052%	139	12	5	0.43	258	22	144	12	397	33
Storage Unit C		25	15,500	0.0039%	0.0045%	120	10	4	0.37	222	19	124	10	342	29
Storage Unit D		25	15,500	0.0039%	0.0045%	120	10	4	0.37	222	19	124	10	342	29
Storage Unit E		27	17,000	0.0042%	0.0049%	129	11	5	0.41	244	20	134	11	373	31
Storage Unit F		31	19,500	0.0048%	0.0055%	149	12	6	0.47	280	23	154	13	429	36
Storage Unit G		24	15,000	0.0037%	0.0043%	115	10	4	0.36	215	18	119	10	330	28
Storage Unit H		22	14,000	0.0034%	0.0039%	106	9	4	0.33	201	17	110	9	306	26
Storage Unit J		28	17,500	0.0044%	0.0051%	134	11	5	0.42	251	21	139	12	385	32
Storage Unit K		37	23,000	0.0058%	0.0067%	177	15	7	0.55	330	28	184	15	508	42
Storage Unit L		26	16,500	0.0041%	0.0047%	125	10	5	0.39	237	20	129	11	362	30
Storage Unit M		34	21,500	0.0053%	0.0061%	163	14	6	0.51	309	26	169	14	472	39
Storage Unit N		43	27,000	0.0067%	0.0077%	206	17	8	0.64	388	32	214	18	594	49
Storage Unit P		23	14,500	0.0036%	0.0042%	110	9	4	0.35	208	17	114	10	318	27
Storage Unit Q		32	20,000	0.0050%	0.0058%	153	13	6	0.48	287	24	159	13	441	37
Storage Unit R		43	27,000	0.0067%	0.0077%	206	17	8	0.64	388	32	214	18	594	49
Storage Unit S		16	10,000	0.0025%	0.0029%	77	6	3	0.24	144	12	80	7	220	18
Storage Unit T		21	13,000	0.0033%	0.0038%	101	8	4	0.31	187	16	104	9	287	24

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit U		22	14,000	0.0034%	0.0039%	106	9	4	0.33	201	17	110	9	306	26
Storage Unit V		26	16,500	0.0041%	0.0047%	125	10	5	0.39	237	20	129	11	362	30
Storage Unit W		23	14,500	0.0036%	0.0042%	110	9	4	0.35	208	17	114	10	318	27
Storage Unit X		26	16,500	0.0041%	0.0047%	125	10	5	0.39	237	20	129	11	362	30
Storage Unit Y		31	19,500	0.0048%	0.0055%	149	12	6	0.47	280	23	154	13	429	36
Storage Unit Z		31	19,500	0.0048%	0.0055%	149	12	6	0.47	280	23	154	13	429	36
Storage Unit AA		31	19,500	0.0048%	0.0055%	149	12	6	0.47	280	23	154	13	429	36
Storage Unit BB		31	19,500	0.0048%	0.0055%	149	12	6	0.47	280	23	154	13	429	36
Storage Unit CC		39	24,500	0.0061%	0.0070%	187	16	7	0.58	352	29	194	16	539	45
Storage Unit DD		26	16,500	0.0041%	0.0047%	125	10	5	0.39	237	20	129	11	362	30
Storage Unit EE		28	17,500	0.0044%	0.0051%	134	11	5	0.42	251	21	139	12	385	32
Storage Unit FF		17	11,000	0.0026%	0.0030%	82	7	3	0.26	158	13	85	7	239	20
SUBTOTAL	**205**	**4,134**	**2,586,500**	**0.6457%**	**0.7460%**	**19,825**	**1,652**	**741**	**62**	**37,127**	**3,094**	**20,566**	**1,714**	**56,952**	**4,746**
Comm. Unit 1- Garage		82,679	9,500,000	13.1677%	-	163,617	13,635	9,571	798	479,682	39,973	173,188	14,432	643,299	53,608
Comm. Unit 2- Office		1,275	500,000	0.2804%	-	4,632	386	204	17	10,241	853	4,836	403	14,873	1,239
SUBTOTAL		**83,954**	**10,000,000**	**13.4481%**	-	**168,249**	**14,021**	**9,775**	**815**	**489,923**	**40,827**	**178,024**	**14,835**	**658,172**	**54,848**
GRAND TOTAL		**639,141**	**516,136,500**	**100.0000%**	**100.0000%**	**4,172,476**	**347,706**	**154,733**	**12,895**	**7,755,031**	**646,253**	**4,327,209**	**360,601**	**11,927,507**	**993,959**

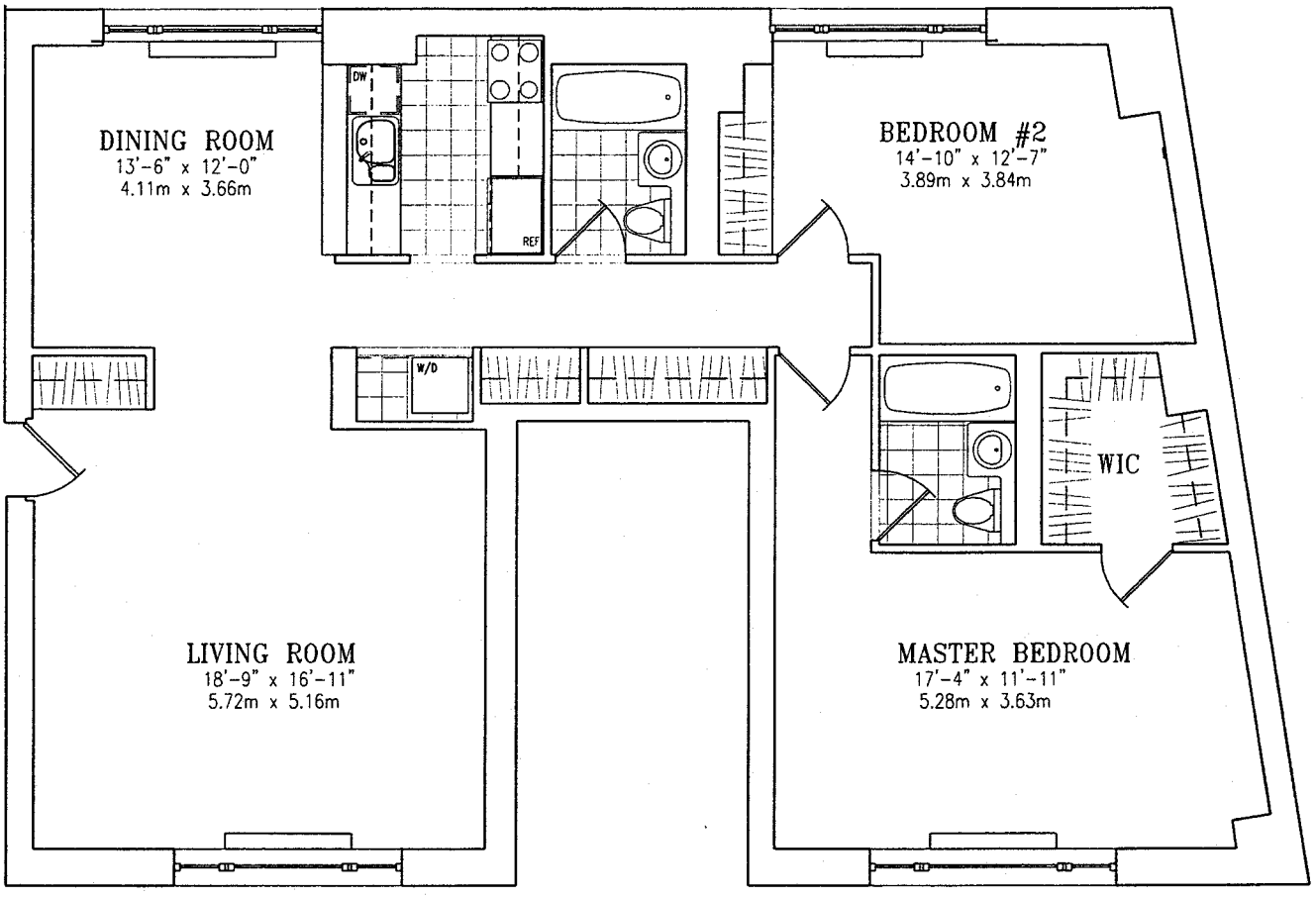
(T) = Terrace

SUPERINTENDENT RESIDENCE 1-A

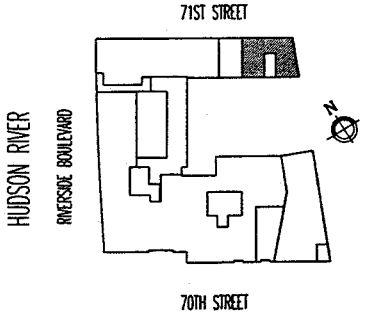
2 BEDROOMS
2 BATHS

FLOOR: 1ST

220 RIVERSIDE BOULEVARD







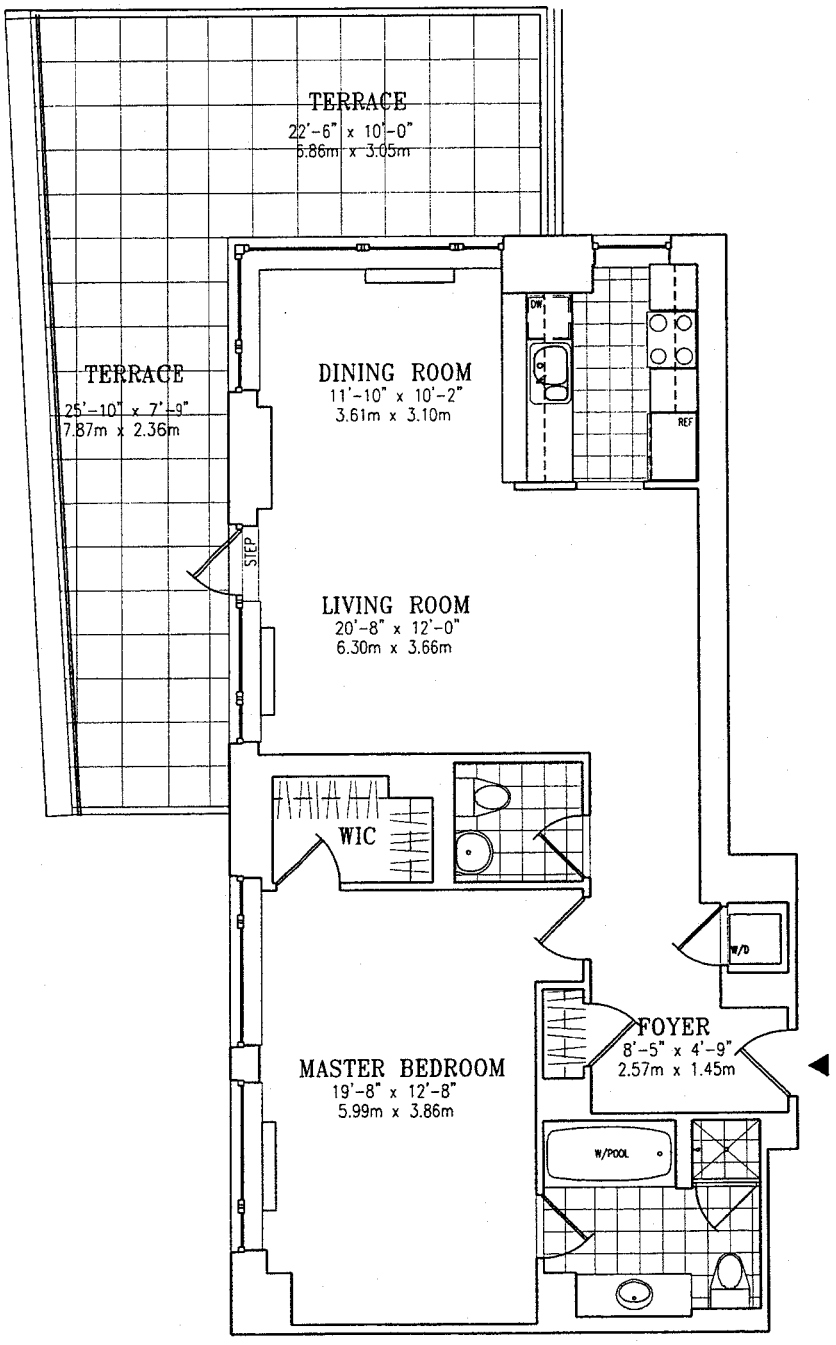
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

RESIDENCE A

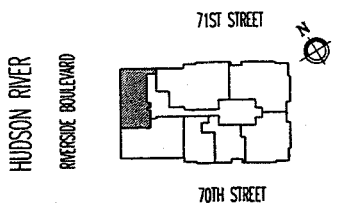
1 BEDROOM
1 1/2 BATH
DINING ROOM
TERRACE

FLOOR: 21ST

220 RIVERSIDE BOULEVARD







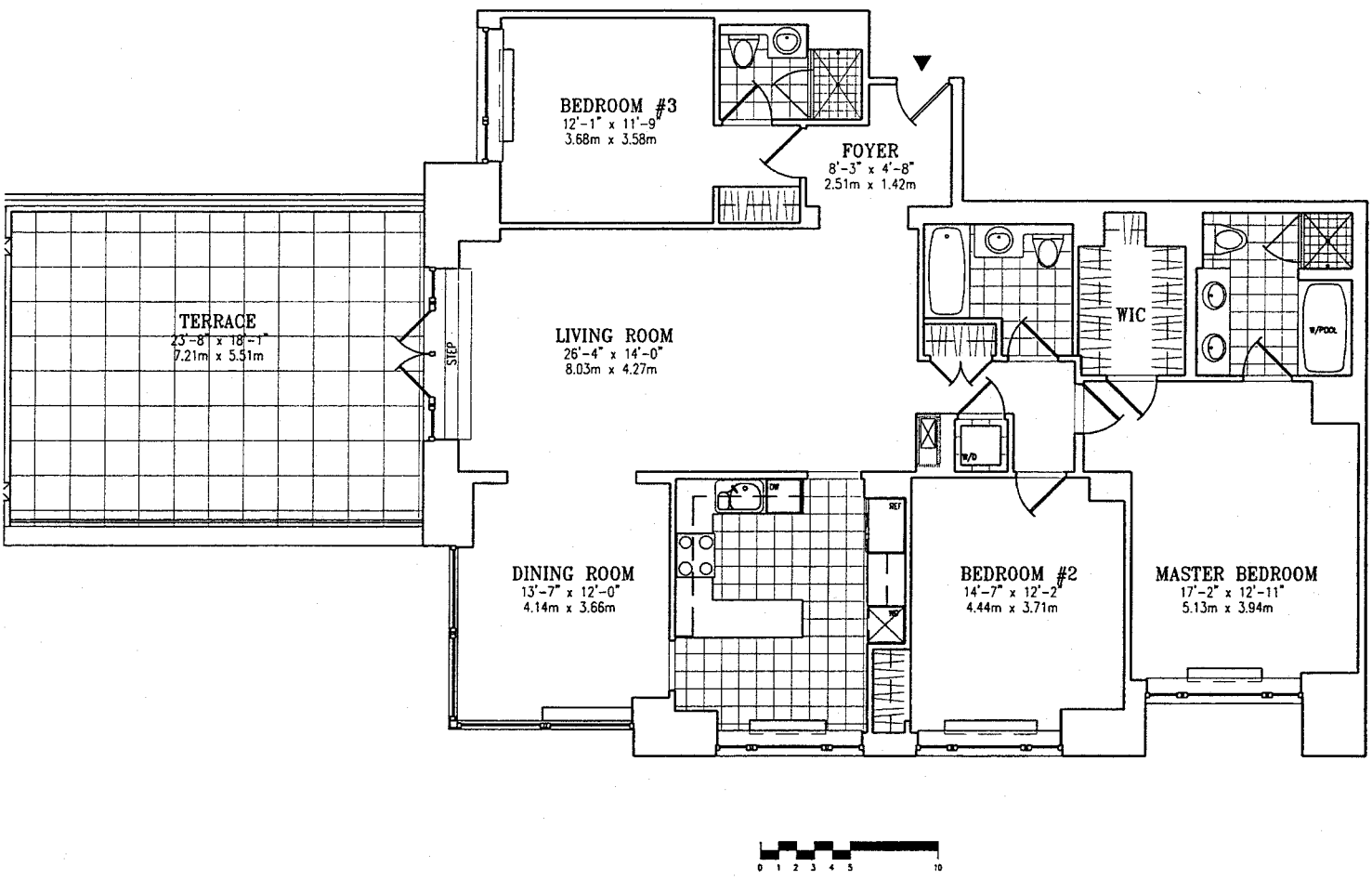
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

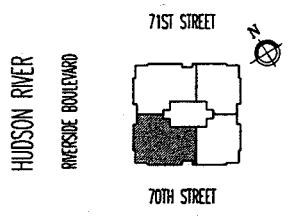
RESIDENCE D

3 BEDROOM
3 BATHS
DINING ROOM
TERRACE

FLOOR: 31ST

220 RIVERSIDE BOULEVARD





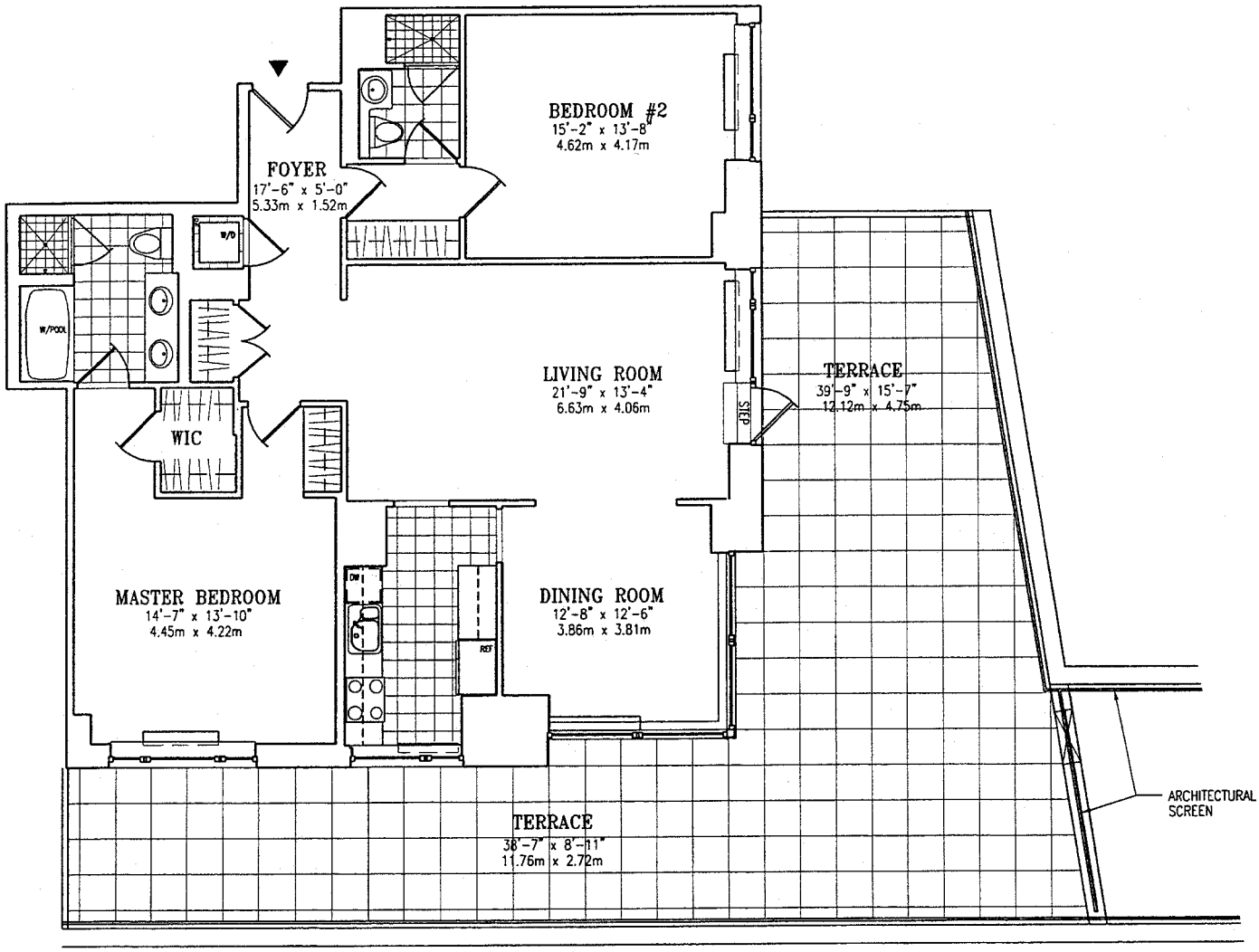
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

RESIDENCE E

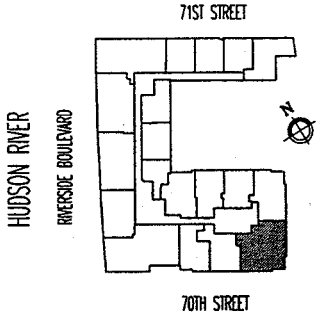
2 BEDROOM
2 BATH
DINING ROOM
TERRACE

FLOOR: 6TH

220 RIVERSIDE BOULEVARD







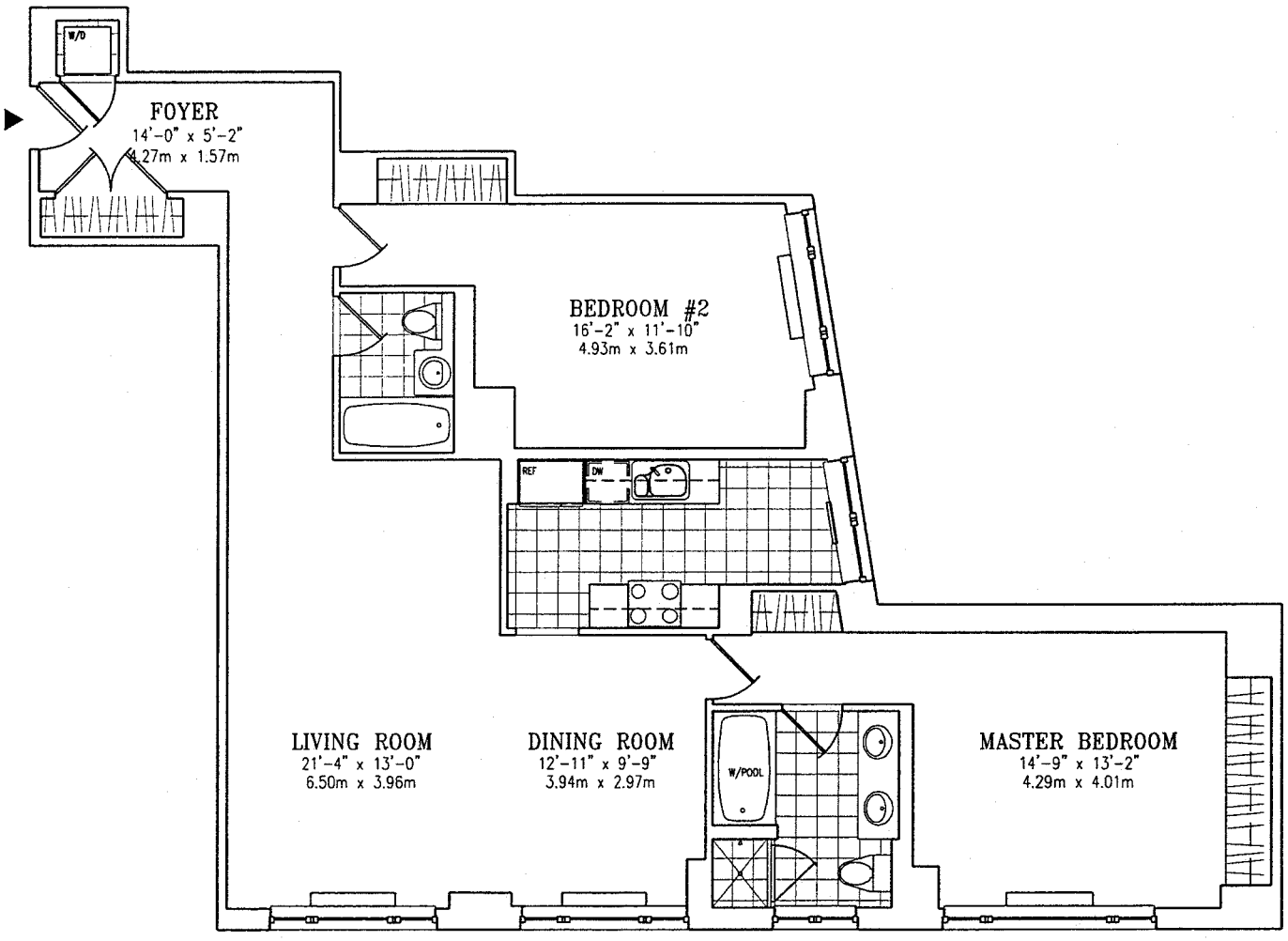
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

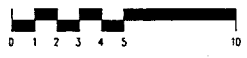
RESIDENCE F

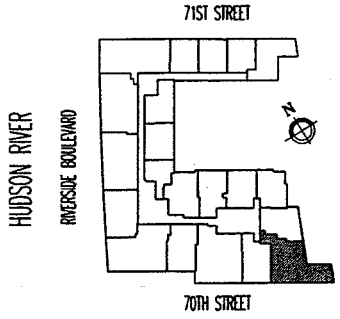
2 BEDROOM
2 BATHS
DINING ROOM

FLOORS 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







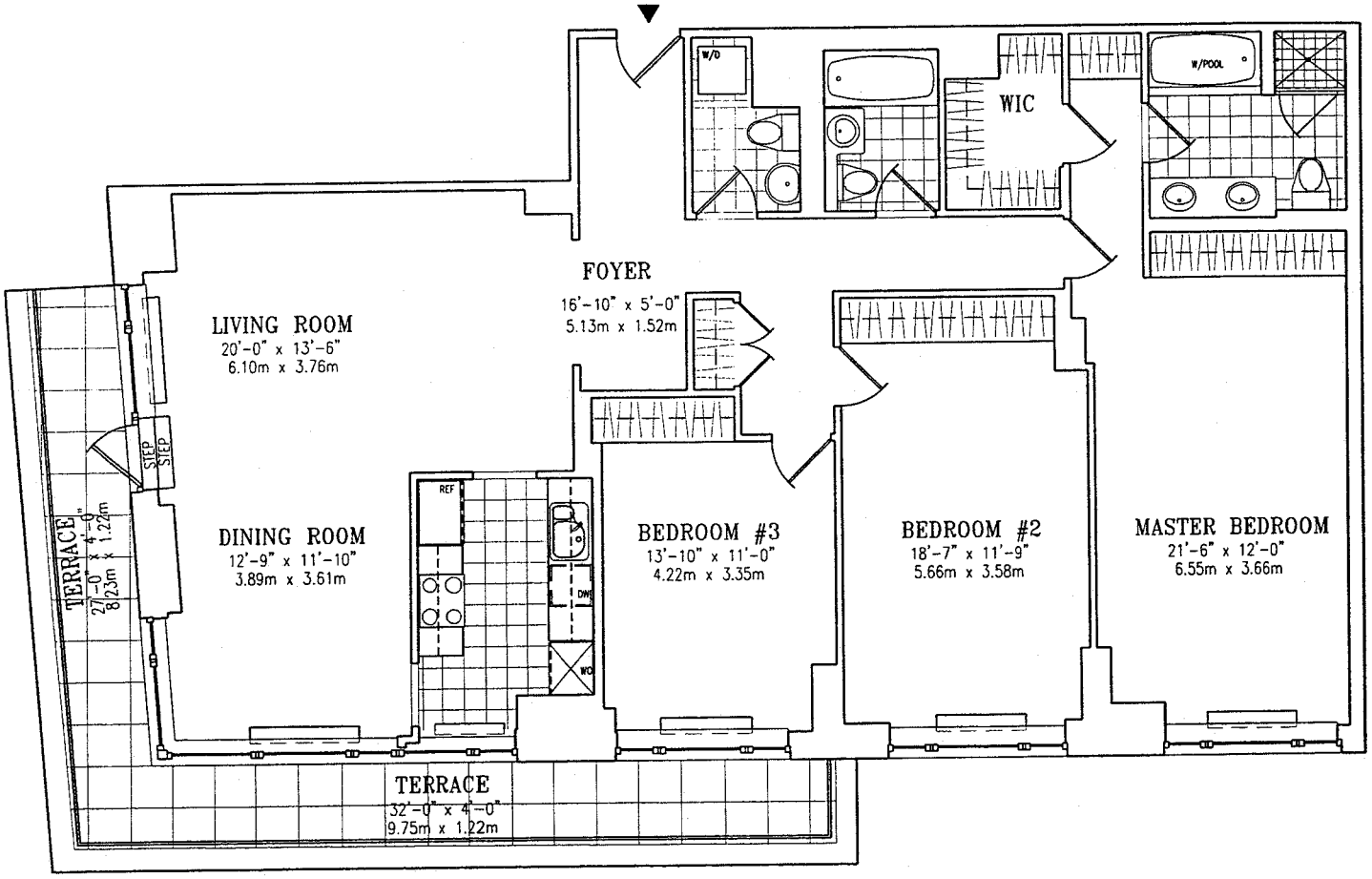
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

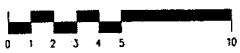
RESIDENCE J

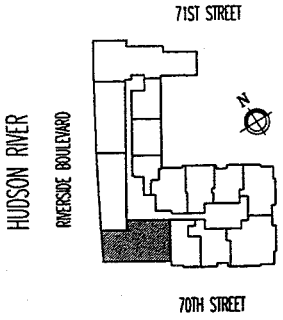
3 BEDROOM
2 1/2 BATH
DINING ROOM
TERRACE

FLOOR: 16TH

220 RIVERSIDE BOULEVARD







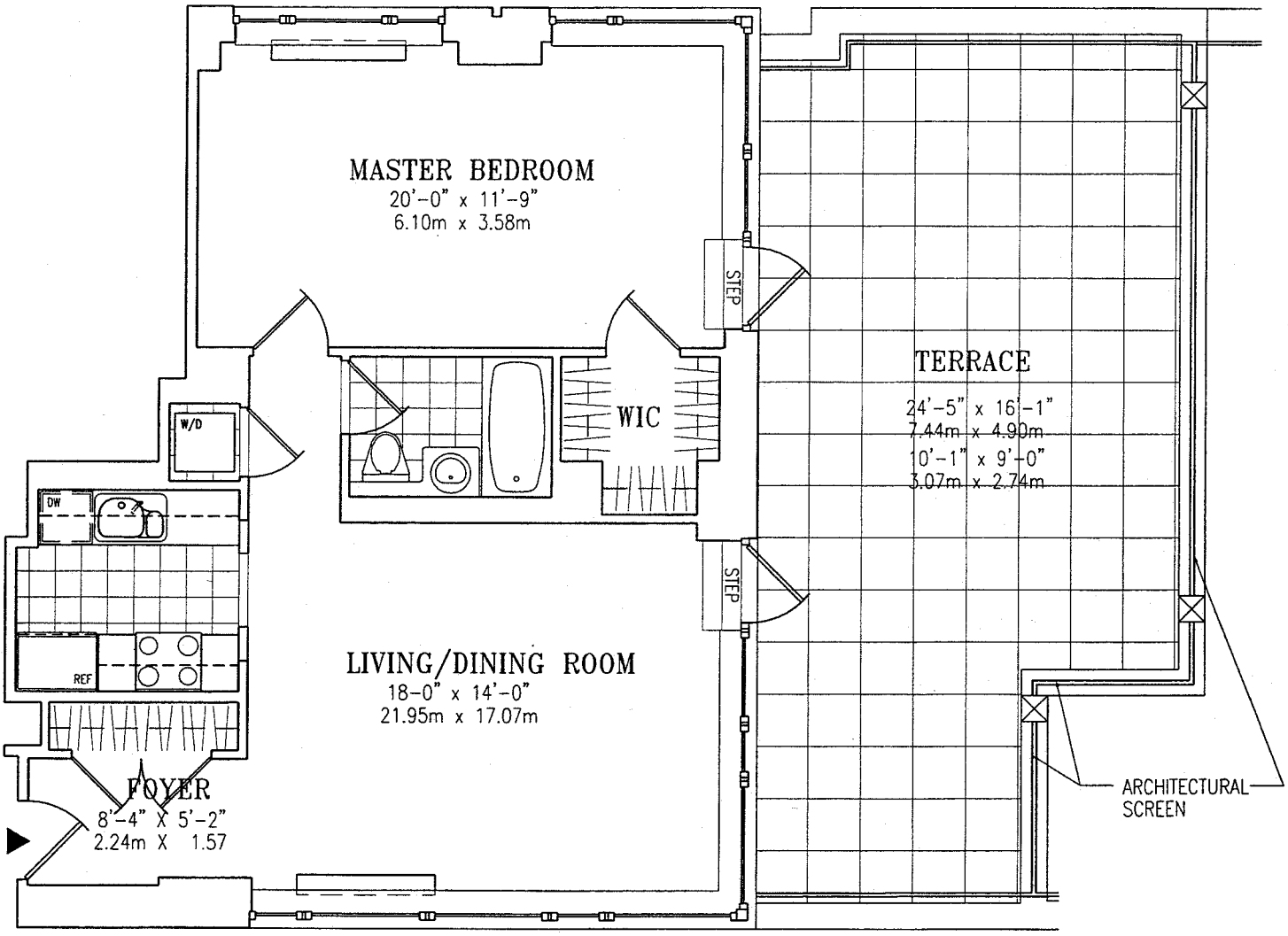
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

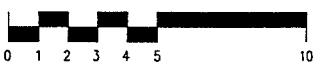
RESIDENCE R

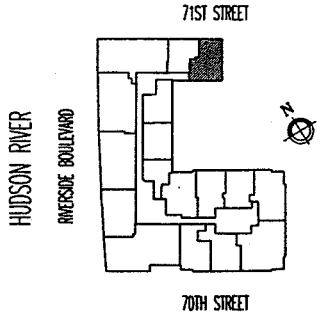
1 BEDROOM
1 BATH
TERRACE

FLOOR: 9TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

TWENTY-FOURTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Twenty-Third Amendments, is hereby further amended by this Twenty-Fourth Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: June 21, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
June 21, 2002

UNIT	REVISED OFFERING PRICE
31 A(T)	2,190,000
32 A	1,955,000
33 A	1,970,000
34 A	1,985,000
35 A	2,000,000
36 A	2,015,000
37 A	2,030,000
38 A	2,235,000
39 A	2,350,000
40 A	2,500,000
41 A	2,515,000
42 A	2,530,000
43 A	2,545,000
44 A	2,560,000
45 A	2,575,000
46 A	2,590,000
31 B	1,485,000
32 B	1,495,000
33 B	1,505,000
34 B	1,515,000
35 B	1,525,000
36 B	1,535,000
37 B	1,545,000
38 B	1,635,000
39 B	1,660,000
40 B	1,770,000
41 B	1,795,000
42 B	1,820,000
43 B	1,845,000
44 B	1,870,000
45 B	1,895,000
46 B	1,920,000

TWENTY-THIRD AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Twenty-Second Amendments, is hereby further amended by this Twenty-Third Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: June 6, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
June 4, 2002

UNIT	REVISED OFFERING PRICE
31 C	1,475,000
32 C	1,485,000
33 C	1,495,000
34 C	1,505,000
35 C	1,515,000
36 C	1,525,000
37 C	1,535,000
38 C	1,545,000
39 C	1,555,000
40 C	1,565,000
41 C	1,575,000
42 C	1,585,000
43 C	1,595,000
44 C	1,605,000
45 C	1,615,000
46 C	1,625,000
31 D(T)	2,295,000
32 D	1,960,000
33 D	1,975,000
34 D	1,990,000
35 D	2,005,000
36 D	2,020,000
37 D	2,035,000
38 D	2,050,000
39 D	2,050,000
40 D	2,055,000
41 D	2,070,000
42 D	2,085,000
43 D	2,100,000
44 D	2,115,000
45 D	2,130,000
46 D	2,145,000

TWENTY-SECOND AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Twenty-First Amendments, is hereby further amended by this Twenty-Second Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: May 17, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
May 17, 2002

UNIT	REVISED OFFERING PRICE
PH1 A	3,845,000
PH2 A	3,695,000
PH3 A	3,795,000
PH4 A	3,995,000
31 C	1,400,000
32 C	1,410,000
33 C	1,420,000
34 C	1,430,000
35 C	1,440,000
36 C	1,450,000
37 C	1,460,000
38 C	1,470,000
39 C	1,480,000
40 C	1,490,000
41 C	1,500,000
42 C	1,510,000
43 C	1,520,000
44 C	1,530,000
45 C	1,540,000
46 C	1,550,000
31 D(T)	2,270,000
32 D	1,935,000
33 D	1,950,000
34 D	1,965,000
35 D	1,980,000
36 D	1,995,000
37 D	2,010,000
38 D	2,025,000
39 D	2,025,000
40 D	2,030,000
41 D	2,045,000
42 D	2,060,000
43 D	2,075,000
44 D	2,090,000
45 D	2,105,000
46 D	2,120,000

TWENTY FIRST AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Twentieth Amendments, is hereby further amended by this Twenty First Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: April 26, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 26, 2002

UNIT	REVISED OFFERING PRICE
31 A(T)	2,165,000
32 A	1,930,000
33 A	1,945,000
34 A	1,960,000
35 A	1,975,000
36 A	1,990,000
37 A	2,005,000
38 A	2,210,000
39 A	2,325,000
40 A	2,475,000
41 A	2,490,000
42 A	2,505,000
43 A	2,520,000
44 A	2,535,000
45 A	2,550,000
46 A	2,565,000
31 D(T)	2,195,000
32 D	1,860,000
33 D	1,875,000
34 D	1,890,000
35 D	1,905,000
36 D	1,920,000
37 D	1,935,000
38 D	1,950,000
39 D	1,950,000

TWENTIETH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Eighteenth Amendments, is hereby further amended by this Twentieth Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: April 18, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 18, 2002

UNIT	REVISED OFFERING PRICE
24 A	1,865,000
25 A	1,880,000
26 A	1,895,000
27 A	1,910,000
28 A	1,925,000
3 G	595,000
4 G	600,000
5 G	605,000
6 G(T)	790,000
7 G	745,000
8 G	750,000
9 G	755,000
10 G	760,000
11 G	765,000
12 G	770,000
14 G	775,000
15 G	795,000
16 G	785,000
17 G	790,000
18 G	795,000
19 G	800,000
20 G	830,000
6 J	1,945,000
7 J	1,960,000
8 J	1,975,000
9 J	1,990,000
10 J	2,005,000
11 J	2,020,000
12 J	2,035,000
14 J	2,050,000
15 J	2,065,000
16 J(T)	2,115,000
17 J	1,880,000
18 J	1,895,000
19 J	1,910,000
20 J	1,925,000

NINETEENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Eighteenth Amendments, is hereby further amended by this Nineteenth Amendment, as follows:

A. PRICE CHANGE

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: April 5, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
3 A	650,000
4 A	655,000
5 A	660,000
6 A	725,000
7 A	730,000
8 A	735,000
9 A	740,000
10 A	745,000
11 A	750,000
12 A	755,000
14 A	760,000
15 A	780,000
16 A	770,000
17 A	775,000
18 A	780,000
19 A	785,000
20 A	790,000
21 A(T)	1,255,000
22 A	1,085,000
23 A	1,105,000
24 A	1,810,000
25 A	1,825,000
26 A	1,840,000
27 A	1,855,000
28 A	1,870,000
29 A(T)	1,765,000
30 A	1,475,000
31 A(T)	2,155,000
32 A	1,920,000
33 A	1,935,000
34 A	1,950,000
35 A	1,965,000
36 A	1,980,000
37 A	1,995,000
38 A	2,200,000
39 A	2,315,000
40 A	2,435,000
41 A	2,450,000
42 A	2,465,000
43 A	2,480,000
44 A	2,495,000
45 A	2,510,000
46 A	2,525,000
PH1 A	3,815,000
PH2 A	3,665,000
PH3 A	3,765,000
PH4 A	3,965,000
3 B	625,000
4 B	630,000
5 B	635,000
6 B	650,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
7 B	655,000
8 B	660,000
9 B	665,000
10 B	670,000
11 B	675,000
12 B	680,000
14 B	685,000
15 B	705,000
16 B	695,000
17 B	700,000
18 B	705,000
19 B	710,000
20 B	715,000
21 B(T)	2,095,000
22 B	485,000
23 B	495,000
24 B	1,115,000
25 B	1,125,000
26 B	1,135,000
27 B	1,145,000
28 B	1,155,000
29 B	1,170,000
30 B	1,180,000
31 B	1,435,000
32 B	1,445,000
33 B	1,455,000
34 B	1,465,000
35 B	1,475,000
36 B	1,485,000
37 B	1,495,000
38 B	1,585,000
39 B	1,610,000
40 B	1,720,000
41 B	1,745,000
42 B	1,770,000
43 B	1,795,000
44 B	1,820,000
45 B	1,845,000
46 B	1,870,000
PH1 B	2,390,000
PH2 B	2,265,000
PH3 B	2,290,000
PH4 B	2,415,000
21 C	1,585,000
22 C	1,005,000
23 C	1,015,000
24 C	1,685,000
25 C	1,700,000
26 C	1,715,000
27 C	1,730,000
28 C	1,745,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
31 C	1,350,000
32 C	1,360,000
33 C	1,370,000
34 C	1,380,000
35 C	1,390,000
36 C	1,400,000
37 C	1,410,000
38 C	1,420,000
39 C	1,430,000
40 C	1,440,000
41 C	1,450,000
42 C	1,460,000
43 C	1,470,000
44 C	1,480,000
45 C	1,490,000
46 C	1,500,000
PH1 C	1,735,000
PH2 C	1,660,000
PH3 C	1,685,000
PH4 C	1,810,000
3 D	495,000
4 D	500,000
5 D	505,000
6 D	800,000
7 D	805,000
8 D	810,000
9 D	815,000
10 D	820,000
11 D	825,000
12 D	830,000
14 D	835,000
15 D	855,000
16 D	845,000
17 D	850,000
18 D	855,000
19 D	860,000
20 D	890,000
21 D	1,140,000
22 D	1,645,000
23 D	1,655,000
24 D	1,175,000
25 D	1,185,000
26 D	1,195,000
27 D	1,205,000
28 D	1,215,000
29 D	1,225,000
30 D	1,235,000
31 D(T)	2,185,000
32 D	1,850,000
33 D	1,865,000
34 D	1,880,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
35 D	1,895,000
36 D	1,910,000
37 D	1,925,000
38 D	1,940,000
39 D	1,940,000
40 D	1,955,000
41 D	1,970,000
42 D	1,985,000
43 D	2,000,000
44 D	2,015,000
45 D	2,030,000
46 D	2,045,000
3 E	510,000
4 E	515,000
5 E	520,000
6 E(T)	1,335,000
7 E	1,040,000
8 E	1,045,000
9 E	1,050,000
10 E	1,055,000
11 E	1,060,000
12 E	1,070,000
14 E	1,080,000
15 E	1,140,000
16 E	1,095,000
17 E	1,105,000
18 E	1,115,000
19 E	1,125,000
20 E	1,185,000
21 E	680,000
22 E	1,150,000
23 E	1,150,000
24 E	715,000
25 E	720,000
26 E	725,000
27 E	730,000
28 E	735,000
29 E	765,000
30 E	770,000
3 F	940,000
4 F	950,000
5 F	960,000
6 F(T)	725,000
7 F	635,000
8 F	640,000
9 F	645,000
10 F	650,000
11 F	655,000
12 F	660,000
14 F	665,000
15 F	685,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
16 F	690,000
17 F	695,000
18 F	700,000
19 F	705,000
20 F	735,000
21 F	745,000
22 F	685,000
23 F	640,000
24 F	760,000
25 F	745,000
26 F	750,000
27 F	755,000
28 F	760,000
29 F	770,000
30 F	780,000
3 G	540,000
4 G	545,000
5 G	550,000
6 G(T)	735,000
7 G	690,000
8 G	695,000
9 G	700,000
10 G	705,000
11 G	710,000
12 G	715,000
14 G	720,000
15 G	740,000
16 G	730,000
17 G	735,000
18 G	740,000
19 G	745,000
20 G	775,000
21 G(T)	1,455,000
22 G	750,000
23 G	720,000
24 G	1,800,000
25 G	1,815,000
26 G	1,830,000
27 G	1,845,000
28 G	1,860,000
29 G(T)	1,735,000
30 G	1,445,000
3 H	1,035,000
4 H	1,045,000
5 H	1,055,000
22 H	1,395,000
23 H	1,405,000
3 I	620,000
4 I	630,000
5 I	640,000
3 J	1,185,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
4 J	1,285,000
5 J	1,345,000
6 J	1,845,000
7 J	1,860,000
8 J	1,875,000
9 J	1,890,000
10 J	1,905,000
11 J	1,920,000
12 J	1,935,000
14 J	1,950,000
15 J	1,965,000
16 J(T)	2,015,000
17 J	1,780,000
18 J	1,795,000
19 J	1,810,000
20 J	1,825,000
3 K	800,000
4 K	850,000
5 K	880,000
6 K	900,000
7 K	905,000
8 K	910,000
9 K	915,000
10 K	920,000
11 K	925,000
12 K	930,000
14 K	935,000
15 K	940,000
3 L	1,060,000
4 L	1,160,000
5 L	1,220,000
6 L	1,290,000
7 L	1,300,000
8 L	1,310,000
9 L	1,320,000
10 L	1,330,000
11 L	1,340,000
12 L	1,350,000
14 L	1,360,000
15 L	1,370,000
16 L(T)	1,510,000
17 L	1,370,000
18 L	1,380,000
19 L	1,390,000
20 L	1,400,000
3 M	1,045,000
4 M	1,145,000
5 M	1,205,000
6 M	1,305,000
7 M	1,350,000
8 M	1,360,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
9 M	1,360,000
10 M	1,370,000
11 M	1,380,000
12 M	1,390,000
14 M	1,400,000
15 M	1,410,000
16 M(T)	1,695,000
17 M	1,485,000
18 M	1,495,000
19 M	1,505,000
20 M	1,575,000
3 N	1,205,000
4 N	1,335,000
5 N	1,420,000
6 N	1,395,000
7 N	1,410,000
8 N	1,425,000
9 N	1,545,000
10 N	1,560,000
11 N	1,575,000
12 N	1,590,000
14 N	1,605,000
15 N	1,620,000
16 N(T)	2,485,000
17 N	2,200,000
18 N	2,215,000
19 N	2,230,000
20 N	2,320,000
3 P	490,000
4 P	495,000
5 P	500,000
6 P	515,000
7 P	520,000
8 P	525,000
9 P	490,000
10 P	495,000
11 P	500,000
12 P	505,000
14 P	510,000
15 P	515,000
3 R	545,000
4 R	550,000
5 R	555,000
6 R	560,000
7 R	565,000
8 R	570,000
9 R(T)	710,000
10 R	615,000
11 R	620,000
12 R	625,000
14 R	630,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
15 R	635,000
3 S	530,000
4 S	535,000
5 S	540,000
6 S	550,000
7 S	555,000
8 S	560,000
3 T	650,000
4 T	655,000
5 T	660,000
6 T	665,000
7 T	670,000
8 T	675,000
3 U	585,000
4 U	590,000
5 U	595,000
6 U	585,000
7 U	590,000
8 U	595,000
9 U	600,000
10 U	605,000
11 U	610,000
12 U	615,000
14 U	620,000
15 U	640,000
16 U	630,000
17 U	635,000
18 U	640,000
19 U	645,000
20 U	675,000
3 V	520,000
4 V	525,000
5 V	530,000
6 V	535,000
7 V	540,000
8 V	545,000
9 V	550,000
10 V	555,000
11 V	560,000
12 V	565,000
14 V	570,000
15 V	590,000
16 V	595,000
17 V	600,000
18 V	605,000
19 V	610,000
20 V	615,000
3 W	365,000
4 W	370,000
5 W	375,000
6 W	385,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2002

UNIT	REVISED OFFERING PRICE
7 W	390,000
8 W	395,000
9 W	400,000
10 W	405,000
11 W	410,000
12 W	415,000
14 W	420,000
15 W	435,000
16 W	430,000
17 W	435,000
18 W	440,000
19 W	445,000
20 W	450,000

EIGHTEENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Seventeenth Amendments, is hereby further amended by this Eighteenth Amendment, as follows:

A. DECLARATION OF EFFECTIVENESS

Sponsor hereby declares the Plan effective. The declaration of effectiveness is based upon the receipt and acceptance by Sponsor as of March 4, 2002 of Purchase Agreements for 339 Residential Units offered for sale under the Plan. This number represents approximately 77% of the Residential Units offered for sale under the Plan. The number of Residential Units in the base used to calculate such percentage is 441. An affidavit by Sponsor in support of the declaration of effectiveness is attached to this Amendment as **Exhibit A.**

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: March 20, 2002

EXHIBIT A
AFFIDAVIT OF EFFECTIVENESS

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

Paul VanDien Davis, being duly sworn, deposes and says:

1. I am the vice president of Hudson Waterfront Company II, Corporation, which corporation is the general partner of Hudson Waterfront Associates II, L.P., which partnership is the managing member of Hudson Waterfront Company B, LLC, which company is the sponsor (the "**Sponsor**") of the offering plan (the "**Plan**") to convert the property located at 220 Riverside Boulevard, New York, New York (the "**Property**") to condominium ownership. I am fully familiar with the facts and circumstances hereinafter set forth.

2. The Plan was accepted for filing by the New York State Department of Law on October 23, 2000.

3. As of March 4, 2002, executed Purchase Agreements signed by purchasers for 339 Residential Units offered for sale under the Plan were received and accepted by Sponsor, representing approximately 77% of the 441 Residential Units offered for sale under the Plan. A list of the Residential Units counted for the declaration of effectiveness is attached to this affidavit as ***Schedule A***.

4. Sponsor represents that (a) all purchasers who have been counted for the purpose of declaring the plan effective (i) are bona fide purchasers, (ii) are not purchasing as an accommodation to, or for the account or benefit of Sponsor or any principals of Sponsor and (iii) have duly executed Purchase Agreements and paid the down payment as required pursuant to the Plan, and (b) there are no material changes to the budget set forth in the Plan for the first year of condominium operation of the Property that have not been disclosed in a duly filed amendment to the Plan.

Paul VanDien Davis

Sworn to before me this
6th day of March 2002.

Notary Public

ANIKO BALOGH
Notary Public, State of New York
08424-00062/957[illegible].41-4817442
Qualified in Queens County
Commission Expires September 30, 2002

Schedule A to Affidavit of Effectiveness

Unit No.	Date of Purchase Agreement
5C	October 24, 2000
5T	October 24, 2000
5V	October 24, 2000
8K	October 24, 2000
8V	October 24, 2000
12D	October 24, 2000
12J	October 24, 2000
12K	October 24, 2000
12V	October 24, 2000
18C	October 24, 2000
18D	October 24, 2000
12C	October 25, 2000
5F	October 26, 2000
5G	October 26, 2000
5P	October 26, 2000
8C	October 27, 2000
8F	October 27, 2000
8T	October 27, 2000
12R	October 28, 2000
12U	October 28, 2000
26E	October 28, 2000
4F	October 30, 2000
4U	October 30, 2000
16G	October 30, 2000
16J	October 30, 2000
26B	October 30, 2000
26C	October 30, 2000
3S	October 31, 2000
5I	October 31, 2000
6F	October 31, 2000
15K	October 31, 2000
12G	November 1, 2000
20D	November 1, 2000
5U	November 3, 2000
6E	November 3, 2000
15D	November 3, 2000
19D	November 3, 2000
5B	November 4, 2000
14L	November 4, 2000
21G	November 4, 2000
23E	November 4, 2000
18F	November 5, 2000
18U	November 5, 2000
18V	November 5, 2000
3V	November 6, 2000
6U	November 6, 2000
9K	November 6, 2000

Schedule A to Affidavit of Effectiveness

Unit No.	Date of Purchase Agreement
14J	November 6, 2000
PH1A	November 6, 2000
PH1B	November 6, 2000
5K	November 7, 2000
8U	November 7, 2000
9D	November 7, 2000
14G	November 7, 2000
16L	November 7, 2000
11J	November 8, 2000
12L	November 8, 2000
17D	November 8, 2000
3U	November 11, 2000
5A	November 11, 2000
11F	November 11, 2000
26F	November 11, 2000
10K	November 13, 2000
15R	November 13, 2000
15F	November 14, 2000
6K	November 15, 2000
10F	November 15, 2000
15G	November 15, 2000
9U	November 16, 2000
10U	November 16, 2000
11U	November 16, 2000
8E	November 18, 2000
10D	November 18, 2000
4A	November 19, 2000
7F	November 19, 2000
14R	November 19, 2000
25B	November 19, 2000
7U	November 20, 2000
3R	November 21, 2000
20F	November 21, 2000
27B	November 21, 2000
4S	November 22, 2000
10E	November 22, 2000
11N	November 22, 2000
11P	November 22, 2000
15N	November 25, 2000
7M	November 27, 2000
8D	November 27, 2000
7T	November 28, 2000
20J	November 28, 2000
24B	November 28, 2000
14N	November 30, 2000
16D	November 30, 2000
4B	December 1, 2000

Schedule A to Affidavit of Effectiveness

Unit No.	Date of Purchase Agreement
11D	December 1, 2000
5E	December 2, 2000
20A	December 2, 2000
22F	December 2, 2000
23F	December 2, 2000
4G	December 3, 2000
18A	December 3, 2000
21A	December 3, 2000
29A	December 3, 2000
29G	December 3, 2000
31D	December 5, 2000
14F	December 7, 2000
4T	December 8, 2000
19F	December 8, 2000
29E	December 8, 2000
4V	December 9, 2000
6T	December 10, 2000
8A	December 10, 2000
11K	December 11, 2000
14K	December 11, 2000
30E	December 11, 2000
9F	December 12, 2000
7A	December 13, 2000
20C	December 13, 2000
30G	December 13, 2000
19C	December 14, 2000
15M	December 15, 2000
17F	December 19, 2000
11R	December 20, 2000
9R	December 21, 2000
3G	December 23, 2000
15C	December 28, 2000
15U	December 28, 2000
30F	December 28, 2000
16F	December 30, 2000
12M	January 2, 2001
6S	January 3, 2001
7C	January 9, 2001
17C	January 11, 2001
7D	January 14, 2001
15J	January 15, 2001
3W	January 16, 2001
9P	January 16, 2001
11C	January 16, 2001
12A	January 16, 2001
5W	January 18, 2001
16C	January 18, 2001

Schedule A to Affidavit of Effectiveness

Unit No.	Date of Purchase Agreement
4C	January 20, 2001
10V	January 20, 2001
3B	January 21, 2001
3T	January 21, 2001
7V	January 21, 2001
12N	January 21, 2001
19A	January 21, 2001
20B	January 21, 2001
7P	January 23, 2001
15A	January 24, 2001
6P	January 25, 2001
15B	January 25, 2001
8R	January 27, 2001
8S	January 27, 2001
10A	January 27, 2001
10B	January 27, 2001
10C	January 27, 2001
20M	January 27, 2001
10W	January 28, 2001
7E	January 29, 2001
8B	January 29, 2001
19B	January 29, 2001
6V	January 31, 2001
17A	February 3, 2001
15W	February 4, 2001
18M	February 4, 2001
10L	February 5, 2001
8J	February 6, 2001
17U	February 9, 2001
11L	February 12, 2001
23H	February 12, 2001
7B	February 13, 2001
7S	February 13, 2001
27A	February 14, 2001
6C	February 17, 2001
11G	February 17, 2001
18G	February 17, 2001
28E	February 18, 2001
19M	February 20, 2001
27C	February 20, 2001
PH2A	February 20, 2001
PH2B	February 20, 2001
PH2C	February 20, 2001
8W	February 21, 2001
22H	February 24, 2001
12W	February 26, 2001
8P	February 28, 2001

Schedule A to Affidavit of Effectiveness

Unit No.	Date of Purchase Agreement
19L	March 1, 2001
12B	March 2, 2001
4R	March 3, 2001
16A	March 4, 2001
12F	March 7, 2001
8M	March 8, 2001
7W	March 10, 2001
21E	March 10, 2001
23D	March 10, 2001
30B	March 10, 2001
4E	March 11, 2001
14W	March 18, 2001
17B	March 18, 2001
18B	March 18, 2001
7G	March 21, 2001
3C	March 24, 2001
6W	March 25, 2001
9L	March 25, 2001
4P	March 28, 2001
3E	March 30, 2001
11W	April 1, 2001
27E	April 2, 2001
4W	April 3, 2001
20W	April 3, 2001
28G	April 3, 2001
19G	April 5, 2001
19J	April 5, 2001
10R	April 8, 2001
14A	April 8, 2001
3I	April 9, 2001
4H	April 10, 2001
4I	April 10, 2001
37B	April 14, 2001
10G	April 16, 2001
17G	April 16, 2001
17M	April 16, 2001
19W	April 18, 2001
15V	April 20, 2001
19U	April 20, 2001
23C	April 20, 2001
14B	April 21, 2001
30C	April 21, 2001
6A	April 24, 2001
21C	April 27, 2001
30A	April 28, 2001
11A	April 29, 2001
16U	April 29, 2001

Schedule A to Affidavit of Effectiveness

Unit No.	Date of Purchase Agreement
25F	April 30, 2001
20V	May 2, 2001
25E	May 6, 2001
17L	May 7, 2001
26A	May 7, 2001
23G	May 8, 2001
31A	May 14, 2001
27F	May 15, 2001
27G	May 15, 2001
46B	May 22, 2001
16B	May 31, 2001
26G	June 2, 2001
22C	June 3, 2001
17J	June 4, 2001
9W	June 8, 2001
14M	June 8, 2001
3P	June 9, 2001
3D	June 13, 2001
36B	June 13, 2001
7K	June 16, 2001
17V	June 19, 2001
25A	June 19, 2001
25G	June 19, 2001
23B	June 25, 2001
11E	July 7, 2001
14U	July 7, 2001
18W	July 9, 2001
22B	July 11, 2001
15P	July 13, 2001
17W	July 16, 2001
16W	July 19, 2001
37C	July 20, 2001
41A	July 21, 2001
41B	July 30, 2001
44B	August 1, 2001
5D	August 1, 2001
11M	August 1, 2001
19V	August 2, 2001
45A	August 7, 2001
3F	August 9, 2001
6R	August 9, 2001
14E	August 13, 2001
4D	August 28, 2001
39B	August 28, 2001
18L	September 8, 2001
34C	September 8, 2001
14V	September 10, 2001

Schedule A to Affidavit of Effectiveness

Unit No.	Date of Purchase Agreement
3A	September 16, 2001
11V	September 16, 2001
16V	October 19, 2001
10J	October 26, 2001
9E	October 27, 2001
9J	October 31, 2001
46C	November 2, 2001
24A	November 10, 2001
24E	November 10, 2001
9V	November 19, 2001
10M	November 20, 2001
10N	November 20, 2001
24G	November 25, 2001
23A	December 3, 2001
15E	December 4, 2001
5R	December 14, 2001
7J	December 23, 2001
29C	December 29, 2001
29D	December 29, 2001
34A	December 30, 2001
44C	January 6, 2002
5S	January 7, 2002
15L	January 11, 2002
37A	January 11, 2002
4J	January 14, 2002
4J	January 14, 2002
4K	January 14, 2002
19E	January 18, 2002
25C	January 18, 2002
25D	January 18, 2002
9G	January 20, 2002
12P	January 20, 2002
44A	January 21, 2002
28F	January 21, 2002
5J	January 27, 2002
28C	January 28, 2002
46A	January 29, 2002
8N	January 29, 2002
14P	January 29, 2002
8L	January 30, 2002
22A	January 30, 2002
38B	January 30, 2002
24C	February 3, 2002
6B	February 4, 2002
18N	February 6, 2002
24F	February 6, 2002
22E	February 8, 2002

Schedule A to Affidavit of Effectiveness

Unit No.	Date of Purchase Agreement
20L	February 9, 2002
22D	February 11, 2002
20U	February 14, 2002
3K	February 16, 2002
21F	February 16, 2002
34B	February 16, 2002
6G	February 19, 2002
12E	February 24, 2002
22G	February 24, 2002
16E	February 25, 2002
TOTAL No. OF UNITS:	**339**

SEVENTEENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Sixteenth Amendments, is hereby further amended by this Seventeenth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: March 1, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
3 A	645,000
4 A	650,000
5 A	655,000
6 A	720,000
7 A	725,000
8 A	730,000
9 A	735,000
10 A	740,000
11 A	745,000
12 A	750,000
14 A	755,000
15 A	775,000
16 A	765,000
17 A	770,000
18 A	775,000
19 A	780,000
20 A	785,000
21 A(T)	1,250,000
22 A	1,080,000
23 A	1,100,000
24 A	1,790,000
25 A	1,805,000
26 A	1,820,000
27 A	1,835,000
28 A	1,850,000
29 A(T)	1,755,000
30 A	1,465,000
31 A(T)	2,145,000
32 A	1,910,000
33 A	1,925,000
34 A	1,940,000
35 A	1,955,000
36 A	1,970,000
37 A	1,985,000
38 A	2,190,000
39 A	2,305,000
40 A	2,425,000
41 A	2,440,000
42 A	2,455,000
43 A	2,470,000
44 A	2,485,000
45 A	2,500,000
46 A	2,515,000
PH1 A	3,805,000
PH2 A	3,655,000
PH3 A	3,755,000
PH4 A	3,955,000
3 B	620,000
4 B	625,000
5 B	630,000
6 B	645,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
7 B	650,000
8 B	655,000
9 B	660,000
10 B	665,000
11 B	670,000
12 B	675,000
14 B	680,000
15 B	700,000
16 B	690,000
17 B	695,000
18 B	700,000
19 B	705,000
20 B	710,000
21 B(T)	2,090,000
22 B	480,000
23 B	490,000
24 B	1,110,000
25 B	1,120,000
26 B	1,130,000
27 B	1,140,000
28 B	1,150,000
29 B	1,165,000
30 B	1,175,000
31 B	1,425,000
32 B	1,435,000
33 B	1,445,000
34 B	1,455,000
35 B	1,465,000
36 B	1,475,000
37 B	1,485,000
38 B	1,575,000
39 B	1,600,000
40 B	1,710,000
41 B	1,735,000
42 B	1,760,000
43 B	1,785,000
44 B	1,810,000
45 B	1,835,000
46 B	1,860,000
PH1 B	2,380,000
PH2 B	2,255,000
PH3 B	2,280,000
PH4 B	2,405,000
3 C	610,000
4 C	615,000
5 C	620,000
6 C	635,000
7 C	640,000
8 C	645,000
9 C	650,000
10 C	655,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
11 C	660,000
12 C	665,000
14 C	670,000
15 C	690,000
16 C	685,000
17 C	690,000
18 C	695,000
19 C	700,000
20 C	705,000
21 C	1,580,000
22 C	1,000,000
23 C	1,010,000
24 C	1,675,000
25 C	1,690,000
26 C	1,705,000
27 C	1,720,000
28 C	1,735,000
29 C	1,740,000
30 C	1,755,000
31 C	1,340,000
32 C	1,350,000
33 C	1,360,000
34 C	1,370,000
35 C	1,380,000
36 C	1,390,000
37 C	1,400,000
38 C	1,410,000
39 C	1,420,000
40 C	1,430,000
41 C	1,440,000
42 C	1,450,000
43 C	1,460,000
44 C	1,470,000
45 C	1,480,000
46 C	1,490,000
PH1 C	1,725,000
PH2 C	1,650,000
PH3 C	1,675,000
PH4 C	1,800,000
3 D	490,000
4 D	495,000
5 D	500,000
6 D	795,000
7 D	800,000
8 D	805,000
9 D	810,000
10 D	815,000
11 D	820,000
12 D	825,000
14 D	830,000
15 D	850,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
16 D	840,000
17 D	845,000
18 D	850,000
19 D	855,000
20 D	885,000
21 D	1,135,000
22 D	1,640,000
23 D	1,650,000
24 D	1,155,000
25 D	1,165,000
26 D	1,175,000
27 D	1,185,000
28 D	1,195,000
29 D	1,205,000
30 D	1,215,000
31 D(T)	2,135,000
32 D	1,800,000
33 D	1,815,000
34 D	1,830,000
35 D	1,845,000
36 D	1,860,000
37 D	1,875,000
38 D	1,890,000
39 D	1,905,000
40 D	1,920,000
41 D	1,935,000
42 D	1,950,000
43 D	1,965,000
44 D	1,980,000
45 D	1,995,000
46 D	2,010,000
3 E	490,000
4 E	495,000
5 E	500,000
6 E(T)	1,315,000
7 E	1,020,000
8 E	1,025,000
9 E	1,030,000
10 E	1,035,000
11 E	1,040,000
12 E	1,050,000
14 E	1,060,000
15 E	1,120,000
16 E	1,075,000
17 E	1,085,000
18 E	1,095,000
19 E	1,105,000
20 E	1,165,000
21 E	675,000
22 E	1,145,000
23 E	1,145,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
24 E	710,000
25 E	715,000
26 E	720,000
27 E	725,000
28 E	730,000
29 E	760,000
30 E	765,000
3 F	935,000
4 F	945,000
5 F	955,000
6 F(T)	720,000
7 F	630,000
8 F	635,000
9 F	640,000
10 F	645,000
11 F	650,000
12 F	655,000
14 F	660,000
15 F	680,000
16 F	685,000
17 F	690,000
18 F	695,000
19 F	700,000
20 F	730,000
21 F	740,000
22 F	680,000
23 F	635,000
24 F	755,000
25 F	740,000
26 F	745,000
27 F	750,000
28 F	755,000
29 F	765,000
30 F	775,000
3 G	535,000
4 G	540,000
5 G	545,000
6 G(T)	730,000
7 G	685,000
8 G	690,000
9 G	695,000
10 G	700,000
11 G	705,000
12 G	710,000
14 G	715,000
15 G	735,000
16 G	725,000
17 G	730,000
18 G	735,000
19 G	740,000
20 G	770,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
21 G(T)	1,450,000
22 G	745,000
23 G	715,000
24 G	1,790,000
25 G	1,805,000
26 G	1,820,000
27 G	1,835,000
28 G	1,850,000
29 G(T)	1,725,000
30 G	1,435,000
3 H	1,030,000
4 H	1,040,000
5 H	1,050,000
22 H	1,385,000
23 H	1,395,000
3 I	615,000
4 I	625,000
5 I	635,000
3 J	1,140,000
4 J	1,240,000
5 J	1,300,000
6 J	1,800,000
7 J	1,815,000
8 J	1,830,000
9 J	1,845,000
10 J	1,860,000
11 J	1,875,000
12 J	1,890,000
14 J	1,905,000
15 J	1,920,000
16 J(T)	1,970,000
17 J	1,735,000
18 J	1,750,000
19 J	1,765,000
20 J	1,780,000
3 K	795,000
4 K	845,000
5 K	875,000
6 K	895,000
7 K	900,000
8 K	905,000
9 K	910,000
10 K	915,000
11 K	920,000
12 K	925,000
14 K	930,000
15 K	935,000
3 L	1,055,000
4 L	1,155,000
5 L	1,215,000
6 L	1,280,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
7 L	1,290,000
8 L	1,300,000
9 L	1,310,000
10 L	1,320,000
11 L	1,330,000
12 L	1,340,000
14 L	1,350,000
15 L	1,360,000
16 L(T)	1,500,000
17 L	1,360,000
18 L	1,370,000
19 L	1,380,000
20 L	1,390,000
3 M	1,040,000
4 M	1,140,000
5 M	1,200,000
6 M	1,285,000
7 M	1,330,000
8 M	1,340,000
9 M	1,350,000
10 M	1,360,000
11 M	1,370,000
12 M	1,380,000
14 M	1,390,000
15 M	1,400,000
16 M(T)	1,685,000
17 M	1,475,000
18 M	1,485,000
19 M	1,495,000
20 M	1,565,000
3 N	1,185,000
4 N	1,315,000
5 N	1,400,000
6 N	1,375,000
7 N	1,390,000
8 N	1,405,000
9 N	1,525,000
10 N	1,540,000
11 N	1,555,000
12 N	1,570,000
14 N	1,585,000
15 N	1,600,000
16 N(T)	2,475,000
17 N	2,190,000
18 N	2,205,000
19 N	2,220,000
20 N	2,310,000
3 P	485,000
4 P	490,000
5 P	495,000
6 P	510,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
7 P	515,000
8 P	520,000
9 P	485,000
10 P	490,000
11 P	495,000
12 P	500,000
14 P	505,000
15 P	510,000
3 R	540,000
4 R	545,000
5 R	550,000
6 R	555,000
7 R	560,000
8 R	565,000
9 R(T)	705,000
10 R	610,000
11 R	615,000
12 R	620,000
14 R	625,000
15 R	630,000
3 S	525,000
4 S	530,000
5 S	535,000
6 S	545,000
7 S	550,000
8 S	555,000
3 T	645,000
4 T	650,000
5 T	655,000
6 T	660,000
7 T	665,000
8 T	670,000
3 U	580,000
4 U	585,000
5 U	590,000
6 U	580,000
7 U	585,000
8 U	590,000
9 U	595,000
10 U	600,000
11 U	605,000
12 U	610,000
14 U	615,000
15 U	635,000
16 U	625,000
17 U	630,000
18 U	635,000
19 U	640,000
20 U	670,000
3 V	515,000
4 V	520,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
March 1, 2002

UNIT	REVISED OFFERING PRICE
5 V	525,000
6 V	530,000
7 V	535,000
8 V	540,000
9 V	545,000
10 V	550,000
11 V	555,000
12 V	560,000
14 V	565,000
15 V	585,000
16 V	590,000
17 V	595,000
18 V	600,000
19 V	605,000
20 V	610,000
3 W	360,000
4 W	365,000
5 W	370,000
6 W	380,000
7 W	385,000
8 W	390,000
9 W	395,000
10 W	400,000
11 W	405,000
12 W	410,000
14 W	415,000
15 W	430,000
16 W	425,000
17 W	430,000
18 W	435,000
19 W	440,000
20 W	445,000

SIXTEENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Fifteenth Amendments, is hereby further amended by this Sixteenth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: January 31, 2002

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

January 31, 2002

UNIT	REVISED OFFERING PRICE
3 A	635,000
4 A	640,000
5 A	645,000
6 A	710,000
7 A	715,000
8 A	720,000
9 A	725,000
10 A	730,000
11 A	735,000
12 A	740,000
14 A	745,000
15 A	765,000
16 A	755,000
17 A	760,000
18 A	765,000
19 A	770,000
20 A	775,000
21 A(T)	1,240,000
22 A	1,070,000
23 A	1,090,000
24 A	1,755,000
25 A	1,770,000
26 A	1,785,000
27 A	1,800,000
28 A	1,815,000
29 A(T)	1,730,000
30 A	1,440,000
31 A(T)	2,135,000
32 A	1,900,000
33 A	1,915,000
34 A	1,930,000
35 A	1,945,000
36 A	1,960,000
37 A	1,975,000
38 A	2,180,000
39 A	2,295,000
40 A	2,400,000
41 A	2,415,000
42 A	2,430,000
43 A	2,445,000
44 A	2,460,000
45 A	2,475,000
46 A	2,490,000
PH1 A	3,785,000
PH2 A	3,635,000
PH3 A	3,735,000
PH4 A	3,935,000
3 B	610,000
4 B	615,000
5 B	620,000
6 B	635,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 31, 2002

UNIT	REVISED OFFERING PRICE
7 B	640,000
8 B	645,000
9 B	650,000
10 B	655,000
11 B	660,000
12 B	665,000
14 B	670,000
15 B	690,000
16 B	680,000
17 B	685,000
18 B	690,000
19 B	695,000
20 B	700,000
21 B(T)	2,065,000
22 B	470,000
23 B	480,000
24 B	1,100,000
25 B	1,110,000
26 B	1,120,000
27 B	1,130,000
28 B	1,140,000
29 B	1,155,000
30 B	1,165,000
31 B	1,375,000
32 B	1,385,000
33 B	1,395,000
34 B	1,405,000
35 B	1,415,000
36 B	1,425,000
37 B	1,435,000
38 B	1,550,000
39 B	1,575,000
40 B	1,685,000
41 B	1,710,000
42 B	1,735,000
43 B	1,760,000
44 B	1,785,000
45 B	1,810,000
46 B	1,835,000
PH1 B	2,360,000
PH2 B	2,235,000
PH3 B	2,260,000
PH4 B	2,385,000
3 C	600,000
4 C	605,000
5 C	610,000
6 C	625,000
7 C	630,000
8 C	635,000
9 C	640,000
10 C	645,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 31, 2002

UNIT	REVISED OFFERING PRICE
11 C	650,000
12 C	655,000
14 C	660,000
15 C	680,000
16 C	675,000
17 C	680,000
18 C	685,000
19 C	690,000
20 C	695,000
21 C	1,530,000
22 C	990,000
23 C	1,000,000
24 C	1,655,000
25 C	1,670,000
26 C	1,685,000
27 C	1,700,000
28 C	1,715,000
29 C	1,720,000
30 C	1,735,000
31 C	1,330,000
32 C	1,340,000
33 C	1,350,000
34 C	1,360,000
35 C	1,370,000
36 C	1,380,000
37 C	1,390,000
38 C	1,400,000
39 C	1,410,000
40 C	1,420,000
41 C	1,430,000
42 C	1,440,000
43 C	1,450,000
44 C	1,460,000
45 C	1,470,000
46 C	1,480,000
PH1 C	1,715,000
PH2 C	1,640,000
PH3 C	1,665,000
PH4 C	1,790,000
3 D	480,000
4 D	485,000
5 D	490,000
6 D	785,000
7 D	790,000
8 D	795,000
9 D	800,000
10 D	805,000
11 D	810,000
12 D	815,000
14 D	820,000
15 D	840,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 31, 2002

UNIT	REVISED OFFERING PRICE
16 D	830,000
17 D	835,000
18 D	840,000
19 D	845,000
20 D	875,000
21 D	1,125,000
22 D	1,580,000
23 D	1,595,000
24 D	1,145,000
25 D	1,155,000
26 D	1,165,000
27 D	1,175,000
28 D	1,185,000
29 D	1,195,000
30 D	1,205,000
31 D(T)	2,125,000
32 D	1,790,000
33 D	1,805,000
34 D	1,820,000
35 D	1,835,000
36 D	1,850,000
37 D	1,865,000
38 D	1,880,000
39 D	1,895,000
40 D	1,910,000
41 D	1,925,000
42 D	1,940,000
43 D	1,955,000
44 D	1,970,000
45 D	1,985,000
46 D	2,000,000
3 E	480,000
4 E	485,000
5 E	490,000
6 E(T)	1,305,000
7 E	1,010,000
8 E	1,015,000
9 E	1,020,000
10 E	1,025,000
11 E	1,030,000
12 E	1,040,000
14 E	1,050,000
15 E	1,110,000
16 E	1,065,000
17 E	1,075,000
18 E	1,085,000
19 E	1,095,000
20 E	1,155,000
21 E	665,000
22 E	1,135,000
23 E	1,135,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 31, 2002

UNIT	REVISED OFFERING PRICE
24 E	700,000
25 E	705,000
26 E	710,000
27 E	715,000
28 E	720,000
29 E	750,000
30 E	755,000
3 F	925,000
4 F	935,000
5 F	945,000
6 F(T)	710,000
7 F	620,000
8 F	625,000
9 F	630,000
10 F	635,000
11 F	640,000
12 F	645,000
14 F	650,000
15 F	670,000
16 F	675,000
17 F	680,000
18 F	685,000
19 F	690,000
20 F	720,000
21 F	730,000
22 F	670,000
23 F	625,000
24 F	745,000
25 F	730,000
26 F	735,000
27 F	740,000
28 F	745,000
29 F	755,000
30 F	765,000
3 G	525,000
4 G	530,000
5 G	535,000
6 G(T)	720,000
7 G	675,000
8 G	680,000
9 G	685,000
10 G	690,000
11 G	695,000
12 G	700,000
14 G	705,000
15 G	725,000
16 G	715,000
17 G	720,000
18 G	725,000
19 G	730,000
20 G	760,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 31, 2002

UNIT	REVISED OFFERING PRICE
21 G(T)	1,440,000
22 G	735,000
23 G	705,000
24 G	1,780,000
25 G	1,795,000
26 G	1,810,000
27 G	1,825,000
28 G	1,840,000
29 G(T)	1,715,000
30 G	1,425,000
3 H	1,020,000
4 H	1,030,000
5 H	1,040,000
22 H	1,375,000
23 H	1,385,000
3 I	605,000
4 I	615,000
5 I	625,000
3 J	1,130,000
4 J	1,230,000
5 J	1,290,000
6 J	1,780,000
7 J	1,795,000
8 J	1,810,000
9 J	1,825,000
10 J	1,840,000
11 J	1,855,000
12 J	1,870,000
14 J	1,885,000
15 J	1,900,000
16 J(T)	1,895,000
17 J	1,660,000
18 J	1,675,000
19 J	1,690,000
20 J	1,705,000
3 K	785,000
4 K	835,000
5 K	865,000
6 K	885,000
7 K	890,000
8 K	895,000
9 K	900,000
10 K	905,000
11 K	910,000
12 K	915,000
14 K	920,000
15 K	925,000
3 L	1,045,000
4 L	1,145,000
5 L	1,205,000
6 L	1,265,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 31, 2002

UNIT	REVISED OFFERING PRICE
7 L	1,275,000
8 L	1,285,000
9 L	1,295,000
10 L	1,305,000
11 L	1,315,000
12 L	1,325,000
14 L	1,335,000
15 L	1,345,000
16 L(T)	1,480,000
17 L	1,340,000
18 L	1,350,000
19 L	1,360,000
20 L	1,370,000
3 M	1,030,000
4 M	1,130,000
5 M	1,190,000
6 M	1,275,000
7 M	1,320,000
8 M	1,330,000
9 M	1,340,000
10 M	1,350,000
11 M	1,360,000
12 M	1,370,000
14 M	1,380,000
15 M	1,390,000
16 M(T)	1,675,000
17 M	1,465,000
18 M	1,475,000
19 M	1,485,000
20 M	1,555,000
3 N	1,175,000
4 N	1,305,000
5 N	1,390,000
6 N	1,365,000
7 N	1,380,000
8 N	1,395,000
9 N	1,495,000
10 N	1,510,000
11 N	1,525,000
12 N	1,540,000
14 N	1,555,000
15 N	1,570,000
16 N(T)	2,450,000
17 N	2,165,000
18 N	2,180,000
19 N	2,195,000
20 N	2,285,000
3 P	475,000
4 P	480,000
5 P	485,000
6 P	500,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 31, 2002

UNIT	REVISED OFFERING PRICE
7 P	505,000
8 P	510,000
9 P	475,000
10 P	480,000
11 P	485,000
12 P	490,000
14 P	495,000
15 P	500,000
3 R	530,000
4 R	535,000
5 R	540,000
6 R	545,000
7 R	550,000
8 R	555,000
9 R(T)	695,000
10 R	600,000
11 R	605,000
12 R	610,000
14 R	615,000
15 R	620,000
3 S	515,000
4 S	520,000
5 S	525,000
6 S	535,000
7 S	540,000
8 S	545,000
3 T	635,000
4 T	640,000
5 T	645,000
6 T	650,000
7 T	655,000
8 T	660,000
3 U	570,000
4 U	575,000
5 U	580,000
6 U	570,000
7 U	575,000
8 U	580,000
9 U	585,000
10 U	590,000
11 U	595,000
12 U	600,000
14 U	605,000
15 U	625,000
16 U	615,000
17 U	620,000
18 U	625,000
19 U	630,000
20 U	660,000
3 V	505,000
4 V	510,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 31, 2002

UNIT	REVISED OFFERING PRICE
5 V	515,000
6 V	520,000
7 V	525,000
8 V	530,000
9 V	535,000
10 V	540,000
11 V	545,000
12 V	550,000
14 V	555,000
15 V	575,000
16 V	580,000
17 V	585,000
18 V	590,000
19 V	595,000
20 V	600,000
3 W	350,000
4 W	355,000
5 W	360,000
6 W	370,000
7 W	375,000
8 W	380,000
9 W	385,000
10 W	390,000
11 W	395,000
12 W	400,000
14 W	405,000
15 W	420,000
16 W	415,000
17 W	420,000
18 W	425,000
19 W	430,000
20 W	435,000

FIFTEENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR : **HUDSON WATERFRONT COMPANY B, LLC**
175 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SELLING AGENT: **THE MARKETING DIRECTORS, INC.**
750 LEXINGTON AVENUE
NEW YORK, NEW YORK 10022

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Fourteenth Amendments, is hereby further amended by this Fifteenth Amendment, as follows:

A. SUBMETERING APPROVAL; MODIFICATIONS TO BY-LAWS

The New York State Public Service Commission ("**PSC**") recently approved Sponsor's application to submeter the Building for provision of electrical service to Residential Units. As part of its approval order the PSC required that the proposed By-laws of the Condominium be revised to expand the protections and procedures already included with respect to the submetering arrangement. In addition, as construction of the Building has proceeded, the metering arrangements for both electricity and water have changed slightly from the way they were described in the Plan and the proposed By-laws. Accordingly, Article 5, Sections 5.1(i) and (j) of the proposed By-laws (see Part II, Section 9 of the Plan), have been revised to read in their entirety as follows (modifications from the original By-laws are underlined or otherwise highlighted for convenience in review of this Amendment):

"**(i)** (i) The Property {^} is equipped with a master electric meter with computerized {^} **submeters (the "Submetering System") for the Residential Units and the Common Elements. Each Non-Residential Unit is separately metered for electricity usage in that Unit. Under the Submetering System, submeters will measure and record in kilowatt-hours (KWH) the amount of** electrical usage {^} in each individual Residential Unit{^}**. The balance of the usage on the master meter will reflect electricity usage** in the Residential Common Elements{^} **and** in the General Common Elements {^}**, and also will include cooling tower electricity usage and electricity usage in the area in which Storage Units are located. The recorded usage is expected to be relayed to a central data computer, which will maintain appropriate records as to past and present consumption for each submetered Residential Unit and for the balance on the master meter. Records for each Residential Unit and the master meter will be maintained for at least 24 months.**

(ii) The Submetering System is designed and is anticipated to permit electricity to be provided to Residential Unit Owners at a bulk rate ("bulk rate"), which is lower than the rate Residential Unit Owners would be charged with individual direct metering ("direct rate"). With the Submetering System, it is anticipated that the Board of Managers will receive a single invoice

from the electric utility company reflecting all electricity consumption measured by the master meter. This invoice will include aggregate Residential Unit usage as well as aggregate usage in the Residential and General Common Element areas, the room within which the Storage Units are located, and cooling tower usage. The Board of Managers will {^} **pay this electricity bill to the utility company.**

(iii) It is anticipated that a submeter company will be engaged to read the submeters and process separate invoices for each Residential Unit, based on the usage reflected on the submeter for that Unit. Each Residential Unit Owner will receive **from the Board of Managers,** a monthly invoice for electricity consumed in the Unit which the Unit Owner shall be required to pay directly to the Board of Managers {^} **in the same manner as Common Charges. Notwithstanding the foregoing, a Unit Owner will be obligated to pay electricity costs at the earlier of possession or closing of a Unit, even if Common Charges are not then being imposed or collected by the Board of Managers.**

(iv) Information to be included on invoices sent by the Board of Managers will {^} **include the Unit's KWH consumption, the billing period covered and total electricity charges for the period, based on the KWH rate for that period computed by the Board as described in this paragraph. Rates and charges paid by the Unit Owner will be based on the actual electricity bill paid** by the Board of Managers **for that period, without any markup. To establish the KWH rate for electricity used to compute each Residential Unit Owner's electricity cost for a particular billing period, the total electrical bill received by the Board of Managers for that billing period (including usage, taxes, surcharges and fuel adjustment factors), will be divided by the total KWH consumption as measured by the master meter. The Unit's usage, as measured by the submeter, will be multiplied by this rate. In no event will the total electricity cost charged to a Residential Unit Owner exceed the direct rate contemporaneously paid by residential customers with direct metering service from the utility company. There is expected to be a monthly charge associated with the cost of maintaining the Submetering System and providing a billing statement. This charge will be a Residential Common Expense and will not be passed on to Unit Owners as part of their electricity bill.**

(v) Electricity usage in the area within which the Storage Units are located will not be submetered, but will be included in the balance of usage reflected on the master meter as described above. Accordingly, each Storage Unit Owner will be obligated to pay a proportionate share of the electricity bill attributable to the Storage Unit area as part of its Storage Unit Common Charges.

(vi) Similarly, as the cooling tower serves the Office Unit as well as the Residential Common Elements, {^} the Board of Managers will **bill the Office Unit Owner for its estimated proportionate share of the cooling tower costs as part of Office Unit Common Charges. Other than the Office Unit with respect to cooling tower usage, Non-Residential Units will be separately metered for electricity consumed in their Units and will be obligated to pay their electricity costs directly to the utility company.**

(vii) A Unit Owner's failure to pay electricity charges and/or assessments to the Board of Managers will be treated in the same manner as failure to pay Common Charges. Accordingly, the Board of Managers will have the same rights and remedies respecting a Unit Owner's failure to pay electricity charges and assessments as the Board has for non-payment of Common Charges as set forth in these By-laws. In addition, the Board of Managers shall have the right, consistent with the Home Energy Fair Practices Act ("HEFPA"), to terminate electricity

service to a Unit in the event of non-payment of bills for electricity usage in that Unit. The governmental regulations governing submetering provide that the Board of Managers is prohibited from intentionally interrupting or terminating electric service to any Unit except as may be necessary for making repairs. The current HEFPA procedure for termination of service in the event of non-payment of bills requires at least fifteen (15) days prior notice before termination is effectuated.

(viii) Resolution of service or billing problems with respect to Residential Unit electricity service, is to be handled directly by a Residential Unit Owner with the Board of Managers. If a Unit Owner disputes a bill, the Unit Owner must provide in writing to the Board of Managers, in reasonable detail, the grounds for dispute within 45 days of receipt of the bill in question. The Board must review the Unit Owner's petition promptly. Upon failing to resolve a dispute, a Unit Owner shall have the right to, and the Board must, submit the dispute to independent arbitration in accordance with the rules of the American Arbitration Association. The cost of the arbitration will be borne equally by the Board of Managers and the Unit Owner. The arbitrator must provide a full and fair hearing and a written decision must be presented to both parties within ten (10) days after the hearing. At the hearing, both sides may be represented by counsel or another designated person.

(ix) Any and all procedures or protections adopted by the Board of Managers with respect to provision of electricity to Residential Units shall be consistent with HEFPA (16 NYCRR Parts 11 and 12), and shall be in compliance with the submetering regulation provisions protecting residential electrical consumers' rights.

(j) The Property is equipped with a master water meter measuring usage in all components of the Building. The Board of Managers thus is expected to receive a single invoice from the City of New York for all water consumed at the Property, together with associated sewer charges. The Board of Managers will {^} proportionately allocate a portion of the water charges and associated sewer charges to the Residential Area to be paid as Residential Common Charges, a portion to the Office Unit to be paid as Office Unit Common Charges and a portion to the Garage Unit to be paid as Garage Unit Common Charges. As no water is consumed by the Storage Units, no allocation for water and sewer will be made to the Storage Units. In the Board's discretion, the proportionate allocation of {^} water and sewer charges {^} may be based on estimated usage, rather than Common Interest, as calculated by an engineer or other appropriate professional. "

B. DESIGN CHANGES; SCHEDULE A REVISIONS

The design of PH1-A, PH1-B and PH1-C has changed slightly, as terraces have been added to those Units. New floor plans for each of these Units incorporating the terraces, are attached to this Amendment as **Exhibits 1, 2 and 3** respectively.

As a result of the addition of terraces to these Units, the Common Interest attributable to these Units has increased slightly and the Common Interest attributable to the remaining Units in the Building has decreased slightly.

Revised Schedule A, incorporating Common Interest changes and corresponding changes in Residential Allocation Percentage, estimated monthly Common Charges and estimated real estate tax payments, etc. for all Units in the Building, is attached to this Amendment as **Exhibit 4**.

All Purchase Agreements for Residential Units and Storage Units executed on or before the date of this Amendment, shall be deemed amended to have incorporated into them the revised Common Interest shown on **Exhibit 4**.

C. REVISED BUDGET ALLOCATIONS

As indicated in the revision to the By-laws contained in Section A above, the electrical metering system and the water metering system in the Building are slightly different than as described in the "Notes to Schedule B, the Projected Operating Budget for the First Year of Condominium Operation," contained in the Plan.

Specifically, with respect to electrical metering (see Note 3 to Schedule B), there will not be sub-meters for the area within which the Storage Units are located or for the cooling tower. Thus, the Owners of the Storage Units and the Owner of the Office Unit will pay a proportionate share of the electricity cost attributable to the storage area and cooling tower, respectively, as part of their Common Charges.

Accordingly, the projected allocation of electrical costs in Schedule B has been modified by Sponsor to attribute a portion of projected electricity costs to the Storage Units and to the Office Unit, to which no usage was allocated in the original Plan. ***There has been no change in the total projected electricity expense, but simply a reallocation of the total electrical expense between the three types of Units.***

With respect to water and sewer consumption at the Building (Note 5 to Schedule B), there will be one meter without submeters and the cost of water and sewer will be allocated by the Board among the Residential Area, the Office Unit and the Garage Unit based on estimated usage as calculated, at least during the first year of projected operation, by an engineer.

The projections for water/sewer usage set forth in the original projected budget contained in the Plan as Schedule B remain unchanged, however, as the projections were correct. The reference in Note 5 to a submetering system is deleted, as water/sewer usage will not be submetered, as described above.

A revised projected budget (i.e., Schedule B) showing the change in electrical cost allocation and incorporating the slight change in projected Common Charges based on the reallocation of Common Interest as described in the Section B of this Amendment, is attached to this Amendment as **Exhibit 5.**

D. EXTENSION OF CD ACCOUNT PROGRAM

As described in Part I, Section I of the Plan entitled "Procedure to Purchase," Sponsor arranged with HSBC Bank USA for down payments made and delivered to Escrow Agent (with all required ancillary documentation included) on or before July 27, 2001, to be deposited into a certificate of deposit account at HSBC Bank. Sponsor recently arranged with HSBC Bank to extend this program to December 21, 2001.

Accordingly, if Purchaser enters into a Purchase Agreement for a Residential Unit (and simultaneously, if applicable, a Storage Unit) and if the down payment funds and Form W-9 or Form W-8, as applicable (completed and executed as described in the Plan) are received by Escrow Agent on or before Friday December 21, 2001, the sub-account into which Purchaser's funds shall be deposited shall be a CD Sub-Account as described in the Plan. Sponsor makes no representation as to what the rate of interest will be on any CD Sub-Account opened for a Purchaser in accordance with the foregoing. As with the original CD Sub-Account program described in the Plan, regardless of when a CD Sub-Account is opened for a particular Purchaser, the CD Sub-Account will mature on July 31, 2002.

As set forth in the Plan, on the maturity date of the CD Sub-Accounts, all funds in each CD Sub-Account automatically will be rolled over into a Money-Market Account in Purchaser's name.

As described in the Sixth Amendment to the Plan, a down payment made under a Storage Unit Purchase Agreement entered into separately from a Residential Unit Purchase Agreement, will not be deposited in a CD Sub-Account regardless of when the Storage Unit Purchase Agreement is executed. All down payments made under separate Storage Unit Purchase Agreements will be placed in a Money Market Sub-Account.

E. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment and all prior amendments, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: September 7, 2001

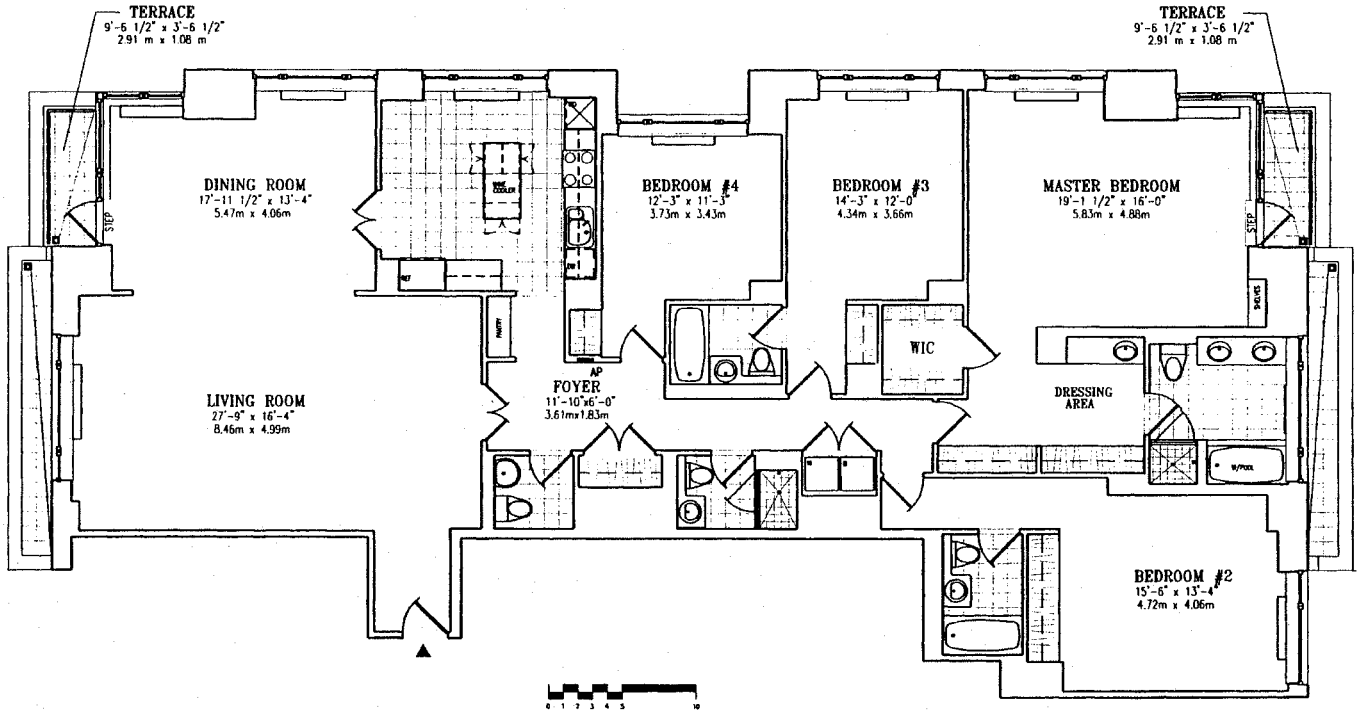
Exhibit 1

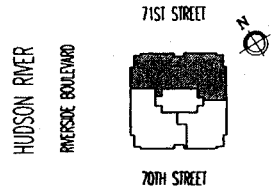
RESIDENCE A

4 BEDROOM
4 1/2 BATHS
DINING ROOM

FLOOR: PH1

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

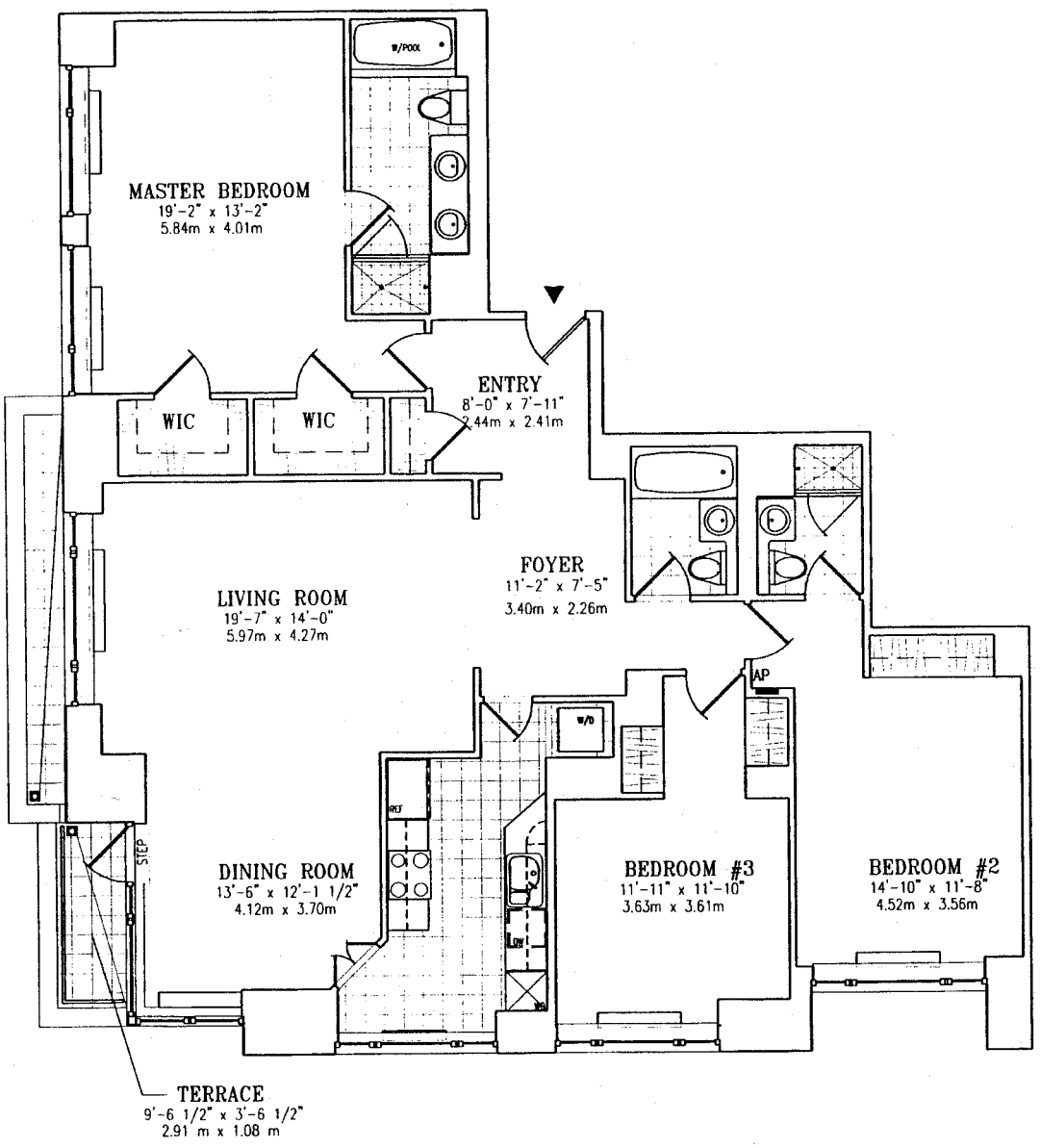
Exhibit 2

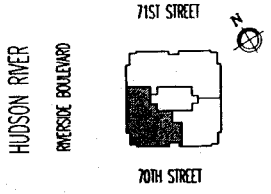
RESIDENCE B

3 BEDROOM
3 BATHS
DINING ROOM

FLOOR: PH1

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

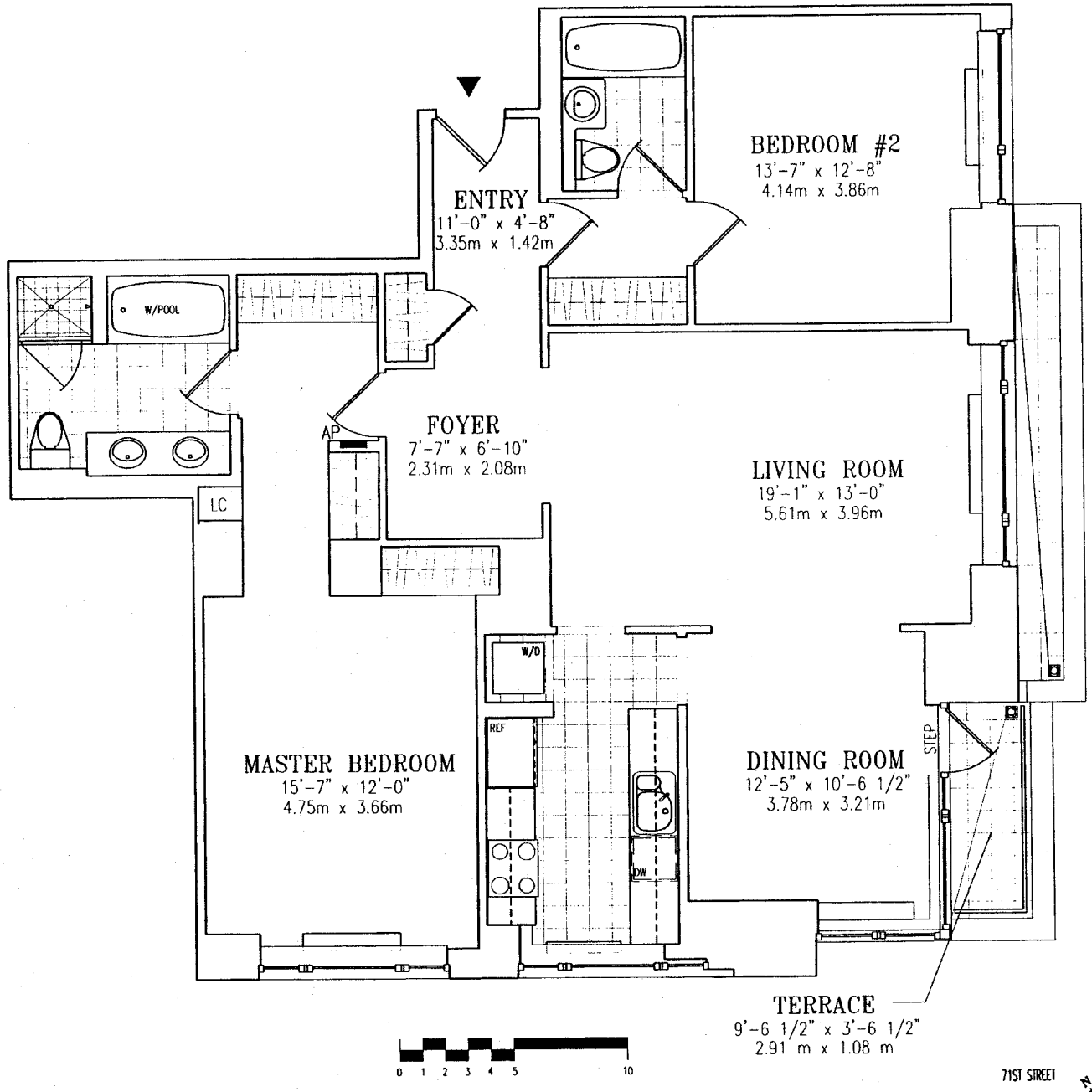
Exhibit 3

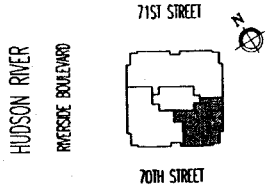
RESIDENCE C

2 BEDROOM
2 BATHS
DINING ROOM

FLOOR: PH1

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

8/14/01

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
1 A	2+ / 2	1,534	775,000	0.2385%	0.2757%	11,063	922	235	20	11,767	981	11,298	941	22,830	1,903
3 A	1 / 1.5	979	625,000	0.1522%	0.1759%	7,060	588	189	16	9,490	791	7,249	604	16,550	1,379
4 A	1 / 1.5	979	630,000	0.1522%	0.1759%	7,060	588	191	16	9,566	797	7,251	604	16,626	1,385
5 A	1 / 1.5	979	635,000	0.1522%	0.1759%	7,060	588	192	16	9,642	803	7,252	604	16,701	1,392
6 A	1 / 1.5	979	700,000	0.1522%	0.1759%	7,060	588	212	18	10,628	886	7,272	606	17,688	1,474
7 A	1 / 1.5	979	705,000	0.1522%	0.1759%	7,060	588	214	18	10,704	892	7,274	606	17,764	1,480
8 A	1 / 1.5	979	710,000	0.1522%	0.1759%	7,060	588	215	18	10,780	898	7,275	606	17,840	1,487
9 A	1 / 1.5	979	715,000	0.1522%	0.1759%	7,060	588	217	18	10,856	905	7,277	606	17,916	1,493
10 A	1 / 1.5	979	720,000	0.1522%	0.1759%	7,060	588	218	18	10,932	911	7,278	607	17,992	1,499
11 A	1 / 1.5	979	725,000	0.1522%	0.1759%	7,060	588	220	18	11,008	917	7,280	607	18,068	1,506
12 A	1 / 1.5	979	730,000	0.1522%	0.1759%	7,060	588	221	18	11,084	924	7,281	607	18,144	1,512
14 A	1 / 1.5	979	735,000	0.1522%	0.1759%	7,060	588	223	19	11,160	930	7,283	607	18,220	1,518
15 A	1 / 1.5	979	755,000	0.1522%	0.1759%	7,060	588	229	19	11,464	955	7,289	607	18,524	1,544
16 A	1 / 1.5	979	745,000	0.1522%	0.1759%	7,060	588	226	19	11,312	943	7,286	607	18,372	1,531
17 A	1 / 1.5	979	750,000	0.1522%	0.1759%	7,060	588	227	19	11,388	949	7,287	607	18,448	1,537
18 A	1 / 1.5	979	755,000	0.1522%	0.1759%	7,060	588	229	19	11,464	955	7,289	607	18,524	1,544
19 A	1 / 1.5	979	760,000	0.1522%	0.1759%	7,060	588	230	19	11,540	962	7,290	608	18,599	1,550
20 A	1 / 1.5	979	765,000	0.1522%	0.1759%	7,060	588	232	19	11,615	968	7,292	608	18,675	1,556
21 A(T)	1+ / 1.5	1,177 (481)	1,195,000	0.2017%	0.2332%	9,356	780	362	30	18,144	1,512	9,718	810	27,500	2,292
22 A	1+ / 1.5	1,106	1,025,000	0.1720%	0.1988%	7,978	665	311	26	15,563	1,297	8,289	691	23,542	1,962
23 A	1+ / 1.5	1,177	1,045,000	0.1830%	0.2115%	8,489	707	317	26	15,867	1,322	8,805	734	24,355	2,030
24 A	3+ / 3	1,859	1,745,000	0.2891%	0.3342%	13,410	1,118	529	44	26,495	2,208	13,939	1,162	39,905	3,325
25 A	3+ / 3	1,859	1,760,000	0.2891%	0.3342%	13,410	1,118	533	44	26,723	2,227	13,943	1,162	40,133	3,344
26 A	3+ / 3	1,872	1,775,000	0.2911%	0.3365%	13,503	1,125	538	45	26,951	2,246	14,041	1,170	40,454	3,371
27 A	3+ / 3	1,872	1,790,000	0.2911%	0.3365%	13,503	1,125	542	45	27,179	2,265	14,045	1,170	40,682	3,390
28 A	3+ / 3	1,872	1,805,000	0.2911%	0.3365%	13,503	1,125	547	46	27,406	2,284	14,050	1,171	40,909	3,409
29 A(T)	2+ / 2	1,367 (412)	1,720,000	0.2286%	0.2642%	10,604	884	521	43	26,116	2,176	11,125	927	36,720	3,060
30 A	2+ / 2	1,367	1,430,000	0.2126%	0.2458%	9,862	822	433	36	21,712	1,809	10,295	858	31,574	2,631
31 A(T)	3+ / 3	1,898 (468)	2,115,000	0.3133%	0.3622%	14,533	1,211	641	53	32,113	2,676	15,173	1,264	46,646	3,887
32 A	3+ / 3	1,898	1,880,000	0.2951%	0.3411%	13,688	1,141	570	47	28,545	2,379	14,258	1,188	42,234	3,519
33 A	3+ / 3	1,898	1,895,000	0.2951%	0.3411%	13,688	1,141	574	48	28,773	2,398	14,263	1,189	42,461	3,538
34 A	3+ / 3	1,898	1,910,000	0.2951%	0.3411%	13,688	1,141	579	48	29,001	2,417	14,267	1,189	42,689	3,557
35 A	3+ / 3	1,898	1,925,000	0.2951%	0.3411%	13,688	1,141	583	49	29,228	2,436	14,272	1,189	42,917	3,576
36 A	3+ / 3	1,898	1,940,000	0.2951%	0.3411%	13,688	1,141	588	49	29,456	2,455	14,276	1,190	43,145	3,595
37 A	3+ / 3	1,898	1,955,000	0.2951%	0.3411%	13,688	1,141	592	49	29,684	2,474	14,281	1,190	43,372	3,614
38 A	3+ / 3	1,898	2,170,000	0.2951%	0.3411%	13,688	1,141	657	55	32,948	2,746	14,346	1,195	46,637	3,886
39 A	3+ / 3	1,898	2,285,000	0.2951%	0.3411%	13,688	1,141	692	58	34,694	2,891	14,381	1,198	48,383	4,032
40 A	3+ / 3	1,898	2,300,000	0.2951%	0.3411%	13,688	1,141	697	58	34,922	2,910	14,385	1,199	48,611	4,051
41 A	3+ / 3	1,898	2,315,000	0.2951%	0.3411%	13,688	1,141	701	58	35,150	2,929	14,390	1,199	48,838	4,070
42 A	3+ / 3	1,898	2,330,000	0.2951%	0.3411%	13,688	1,141	706	59	35,378	2,948	14,394	1,200	49,066	4,089
43 A	3+ / 3	1,898	2,345,000	0.2951%	0.3411%	13,688	1,141	710	59	35,605	2,967	14,399	1,200	49,294	4,108
44 A	3+ / 3	1,898	2,360,000	0.2951%	0.3411%	13,688	1,141	715	60	35,833	2,986	14,403	1,200	49,522	4,127

Exhibit 4

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
45 A	3+ / 3	1,898	2,375,000	0.2951%	0.3411%	13,688	1,141	720	60	36,061	3,005	14,408	1,201	49,749	4,146
46 A	3+ / 3	1,898	2,390,000	0.2951%	0.3411%	13,688	1,141	724	60	36,289	3,024	14,413	1,201	49,977	4,165
PH1 A	4+ / 4.5	2,868 (68)	3,755,000	0.4486%	0.5186%	20,809	1,734	1,138	95	57,014	4,751	21,946	1,829	77,823	6,485
PH2 A	4+ / 4.5	2,868	3,605,000	0.4460%	0.5156%	20,688	1,724	1,092	91	54,737	4,561	21,780	1,815	75,425	6,285
PH3 A	4+ / 4.5	2,868	3,705,000	0.4460%	0.5156%	20,688	1,724	1,122	94	56,255	4,688	21,811	1,818	76,943	6,412
PH4 A	4+ / 4.5	2,868	3,905,000	0.4460%	0.5156%	20,688	1,724	1,183	99	59,292	4,941	21,871	1,823	79,980	6,665
3 B	1 / 1	880	595,000	0.1368%	0.1581%	6,346	529	180	15	9,034	753	6,526	544	15,380	1,282
4 B	1 / 1	880	600,000	0.1368%	0.1581%	6,346	529	182	15	9,110	759	6,527	544	15,456	1,288
5 B	1 / 1	880	605,000	0.1368%	0.1581%	6,346	529	183	15	9,186	766	6,529	544	15,532	1,294
6 B	1 / 1	880	620,000	0.1368%	0.1581%	6,346	529	188	16	9,414	784	6,533	544	15,759	1,313
7 B	1 / 1	880	625,000	0.1368%	0.1581%	6,346	529	189	16	9,490	791	6,535	545	15,835	1,320
8 B	1 / 1	880	630,000	0.1368%	0.1581%	6,346	529	191	16	9,566	797	6,536	545	15,911	1,326
9 B	1 / 1	880	635,000	0.1368%	0.1581%	6,346	529	192	16	9,642	803	6,538	545	15,987	1,332
10 B	1 / 1	880	640,000	0.1368%	0.1581%	6,346	529	194	16	9,717	810	6,539	545	16,063	1,339
11 B	1 / 1	880	645,000	0.1368%	0.1581%	6,346	529	195	16	9,793	816	6,541	545	16,139	1,345
12 B	1 / 1	880	650,000	0.1368%	0.1581%	6,346	529	197	16	9,869	822	6,543	545	16,215	1,351
14 B	1 / 1	880	655,000	0.1368%	0.1581%	6,346	529	198	17	9,945	829	6,544	545	16,291	1,358
15 B	1 / 1	880	675,000	0.1368%	0.1581%	6,346	529	204	17	10,249	854	6,550	546	16,594	1,383
16 B	1 / 1	880	665,000	0.1368%	0.1581%	6,346	529	201	17	10,097	841	6,547	546	16,443	1,370
17 B	1 / 1	880	670,000	0.1368%	0.1581%	6,346	529	203	17	10,173	848	6,549	546	16,519	1,377
18 B	1 / 1	880	675,000	0.1368%	0.1581%	6,346	529	204	17	10,249	854	6,550	546	16,594	1,383
19 B	1 / 1	880	680,000	0.1368%	0.1581%	6,346	529	206	17	10,325	860	6,552	546	16,670	1,389
20 B	1 / 1	880	685,000	0.1368%	0.1581%	6,346	529	208	17	10,401	867	6,553	546	16,746	1,396
21 B(T)	3+ / 3	2,025 (630)	2,055,000	0.3394%	0.3923%	15,743	1,312	623	52	31,202	2,600	16,366	1,364	46,946	3,912
22 B	0 / 1	671	460,000	0.1043%	0.1206%	4,838	403	139	12	6,984	582	4,977	415	11,822	985
23 B	0 / 1	671	470,000	0.1043%	0.1206%	4,838	403	142	12	7,136	595	4,980	415	11,974	998
24 B	2 / 2	1,444	1,090,000	0.2245%	0.2595%	10,414	868	330	28	16,550	1,379	10,744	895	26,964	2,247
25 B	2 / 2	1,444	1,100,000	0.2245%	0.2595%	10,414	868	333	28	16,702	1,392	10,747	896	27,116	2,260
26 B	2 / 2	1,431	1,110,000	0.2225%	0.2572%	10,321	860	336	28	16,854	1,404	10,657	888	27,175	2,265
27 B	2 / 2	1,431	1,120,000	0.2225%	0.2572%	10,321	860	339	28	17,006	1,417	10,660	888	27,326	2,277
28 B	2 / 2	1,431	1,130,000	0.2225%	0.2572%	10,321	860	342	29	17,157	1,430	10,663	889	27,478	2,290
29 B	2 / 2	1,451	1,145,000	0.2256%	0.2608%	10,465	872	347	29	17,385	1,449	10,812	901	27,850	2,321
30 B	2 / 2	1,451	1,155,000	0.2256%	0.2608%	10,465	872	350	29	17,537	1,461	10,815	901	28,002	2,333
31 B	2+ / 2	1,429	1,315,000	0.2222%	0.2569%	10,307	859	398	33	19,966	1,664	10,705	892	30,273	2,523
32 B	2+ / 2	1,429	1,325,000	0.2222%	0.2569%	10,307	859	401	33	20,118	1,677	10,708	892	30,425	2,535
33 B	2+ / 2	1,429	1,335,000	0.2222%	0.2569%	10,307	859	404	34	20,270	1,689	10,711	893	30,577	2,548
34 B	2+ / 2	1,429	1,345,000	0.2222%	0.2569%	10,307	859	407	34	20,422	1,702	10,714	893	30,729	2,561
35 B	2+ / 2	1,429	1,355,000	0.2222%	0.2569%	10,307	859	410	34	20,574	1,714	10,717	893	30,881	2,573
36 B	2+ / 2	1,429	1,365,000	0.2222%	0.2569%	10,307	859	414	34	20,726	1,727	10,720	893	31,033	2,586
37 B	2+ / 2	1,429	1,375,000	0.2222%	0.2569%	10,307	859	417	35	20,877	1,740	10,723	894	31,184	2,599
38 B	2+ / 2	1,429	1,535,000	0.2222%	0.2569%	10,307	859	465	39	23,307	1,942	10,772	898	33,614	2,801
39 B	2+ / 2	1,429	1,560,000	0.2222%	0.2569%	10,307	859	473	39	23,686	1,974	10,780	898	33,993	2,833

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
40 B	2+ / 2	1,429	1,585,000	0.2222%	0.2569%	10,307	859	480	40	24,066	2,005	10,787	899	34,373	2,864
41 B	2+ / 2	1,429	1,610,000	0.2222%	0.2569%	10,307	859	488	41	24,446	2,037	10,795	900	34,752	2,896
42 B	2+ / 2	1,429	1,635,000	0.2222%	0.2569%	10,307	859	495	41	24,825	2,069	10,802	900	35,132	2,928
43 B	2+ / 2	1,429	1,660,000	0.2222%	0.2569%	10,307	859	503	42	25,205	2,100	10,810	901	35,512	2,959
44 B	2+ / 2	1,429	1,685,000	0.2222%	0.2569%	10,307	859	510	43	25,584	2,132	10,817	901	35,891	2,991
45 B	2+ / 2	1,429	1,710,000	0.2222%	0.2569%	10,307	859	518	43	25,964	2,164	10,825	902	36,271	3,023
46 B	2+ / 2	1,429	1,735,000	0.2222%	0.2569%	10,307	859	526	44	26,343	2,195	10,833	903	36,650	3,054
PH1 B	3+ / 3	1,915 (34)	2,330,000	0.2991%	0.3457%	13,874	1,156	706	59	35,378	2,948	14,580	1,215	49,252	4,104
PH2 B	3+ / 3	1,915	2,205,000	0.2978%	0.3442%	13,814	1,151	668	56	33,480	2,790	14,482	1,207	47,293	3,941
PH3 B	3+ / 3	1,915	2,230,000	0.2978%	0.3442%	13,814	1,151	676	56	33,859	2,822	14,489	1,207	47,673	3,973
PH4 B	3+ / 3	1,915	2,355,000	0.2978%	0.3442%	13,814	1,151	713	59	35,757	2,980	14,527	1,211	49,571	4,131
3 C	1 / 1	800	590,000	0.1244%	0.1438%	5,770	481	179	15	8,958	747	5,949	496	14,729	1,227
4 C	1 / 1	800	595,000	0.1244%	0.1438%	5,770	481	180	15	9,034	753	5,951	496	14,805	1,234
5 C	1 / 1	800	600,000	0.1244%	0.1438%	5,770	481	182	15	9,110	759	5,952	496	14,881	1,240
6 C	1 / 1	783	615,000	0.1218%	0.1408%	5,650	471	186	16	9,338	778	5,836	486	14,988	1,249
7 C	1 / 1	783	620,000	0.1218%	0.1408%	5,650	471	188	16	9,414	784	5,838	486	15,064	1,255
8 C	1 / 1	783	625,000	0.1218%	0.1408%	5,650	471	189	16	9,490	791	5,839	487	15,140	1,262
9 C	1 / 1	783	630,000	0.1218%	0.1408%	5,650	471	191	16	9,566	797	5,841	487	15,215	1,268
10 C	1 / 1	783	635,000	0.1218%	0.1408%	5,650	471	192	16	9,642	803	5,842	487	15,291	1,274
11 C	1 / 1	783	640,000	0.1218%	0.1408%	5,650	471	194	16	9,717	810	5,844	487	15,367	1,281
12 C	1 / 1	783	645,000	0.1218%	0.1408%	5,650	471	195	16	9,793	816	5,845	487	15,443	1,287
14 C	1 / 1	783	650,000	0.1218%	0.1408%	5,650	471	197	16	9,869	822	5,847	487	15,519	1,293
15 C	1 / 1	783	670,000	0.1218%	0.1408%	5,650	471	203	17	10,173	848	5,853	488	15,823	1,319
16 C	1 / 1	755	665,000	0.1174%	0.1357%	5,446	454	201	17	10,097	841	5,647	471	15,543	1,295
17 C	1 / 1	755	670,000	0.1174%	0.1357%	5,446	454	203	17	10,173	848	5,649	471	15,619	1,302
18 C	1 / 1	755	675,000	0.1174%	0.1357%	5,446	454	204	17	10,249	854	5,650	471	15,695	1,308
19 C	1 / 1	755	680,000	0.1174%	0.1357%	5,446	454	206	17	10,325	860	5,652	471	15,771	1,314
20 C	1 / 1	755	685,000	0.1174%	0.1357%	5,446	454	208	17	10,401	867	5,653	471	15,846	1,321
21 C	3+ / 3	1,833	1,520,000	0.2850%	0.3294%	13,220	1,102	460	38	23,079	1,923	13,680	1,140	36,299	3,025
22 C	2 / 2	1,384	980,000	0.2152%	0.2488%	9,982	832	297	25	14,880	1,240	10,279	857	24,862	2,072
23 C	2 / 2	1,384	990,000	0.2152%	0.2488%	9,982	832	300	25	15,032	1,253	10,282	857	25,014	2,084
24 C	3+ / 3	1,833	1,615,000	0.2850%	0.3294%	13,220	1,102	489	41	24,521	2,043	13,709	1,142	37,741	3,145
25 C	3+ / 3	1,833	1,630,000	0.2850%	0.3294%	13,220	1,102	494	41	24,749	2,062	13,714	1,143	37,969	3,164
26 C	3+ / 3	1,833	1,645,000	0.2850%	0.3294%	13,220	1,102	498	42	24,977	2,081	13,718	1,143	38,197	3,183
27 C	3+ / 3	1,833	1,660,000	0.2850%	0.3294%	13,220	1,102	503	42	25,205	2,100	13,723	1,144	38,425	3,202
28 C	3+ / 3	1,833	1,675,000	0.2850%	0.3294%	13,220	1,102	507	42	25,432	2,119	13,727	1,144	38,652	3,221
29 C	3+ / 3	1,823	1,680,000	0.2835%	0.3277%	13,150	1,096	509	42	25,508	2,126	13,659	1,138	38,659	3,222
30 C	3+ / 3	1,823	1,695,000	0.2835%	0.3277%	13,150	1,096	514	43	25,736	2,145	13,664	1,139	38,887	3,241
31 C	2+ / 2	1,429	1,315,000	0.2222%	0.2569%	10,307	859	398	33	19,966	1,664	10,705	892	30,273	2,523
32 C	2+ / 2	1,429	1,325,000	0.2222%	0.2569%	10,307	859	401	33	20,118	1,677	10,708	892	30,425	2,535
33 C	2+ / 2	1,429	1,335,000	0.2222%	0.2569%	10,307	859	404	34	20,270	1,689	10,711	893	30,577	2,548
34 C	2+ / 2	1,429	1,345,000	0.2222%	0.2569%	10,307	859	407	34	20,422	1,702	10,714	893	30,729	2,561

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
35 C	2+ / 2	1,429	1,355,000	0.2222%	0.2569%	10,307	859	410	34	20,574	1,714	10,717	893	30,881	2,573
36 C	2+ / 2	1,429	1,365,000	0.2222%	0.2569%	10,307	859	414	34	20,726	1,727	10,720	893	31,033	2,586
37 C	2+ / 2	1,429	1,375,000	0.2222%	0.2569%	10,307	859	417	35	20,877	1,740	10,723	894	31,184	2,599
38 C	2+ / 2	1,429	1,385,000	0.2222%	0.2569%	10,307	859	420	35	21,029	1,752	10,727	894	31,336	2,611
39 C	2+ / 2	1,429	1,395,000	0.2222%	0.2569%	10,307	859	423	35	21,181	1,765	10,730	894	31,488	2,624
40 C	2+ / 2	1,429	1,405,000	0.2222%	0.2569%	10,307	859	426	35	21,333	1,778	10,733	894	31,640	2,637
41 C	2+ / 2	1,429	1,415,000	0.2222%	0.2569%	10,307	859	429	36	21,485	1,790	10,736	895	31,792	2,649
42 C	2+ / 2	1,429	1,425,000	0.2222%	0.2569%	10,307	859	432	36	21,637	1,803	10,739	895	31,944	2,662
43 C	2+ / 2	1,429	1,435,000	0.2222%	0.2569%	10,307	859	435	36	21,788	1,816	10,742	895	32,095	2,675
44 C	2+ / 2	1,429	1,445,000	0.2222%	0.2569%	10,307	859	438	36	21,940	1,828	10,745	895	32,247	2,687
45 C	2+ / 2	1,429	1,455,000	0.2222%	0.2569%	10,307	859	441	37	22,092	1,841	10,748	896	32,399	2,700
46 C	2+ / 2	1,429	1,465,000	0.2222%	0.2569%	10,307	859	444	37	22,244	1,854	10,751	896	32,551	2,713
PH1 C	2+ / 2	1,436 (34)	1,705,000	0.2246%	0.2596%	10,418	868	517	43	25,888	2,157	10,935	911	36,306	3,026
PH2 C	2+ / 2	1,436	1,630,000	0.2233%	0.2581%	10,358	863	494	41	24,749	2,062	10,852	904	35,107	2,926
PH3 C	2+ / 2	1,436	1,655,000	0.2233%	0.2581%	10,358	863	501	42	25,129	2,094	10,859	905	35,487	2,957
PH4 C	2+ / 2	1,436	1,780,000	0.2233%	0.2581%	10,358	863	539	45	27,027	2,252	10,897	908	37,385	3,115
3 D	0 / 1	775	470,000	0.1205%	0.1393%	5,589	466	142	12	7,136	595	5,732	478	12,726	1,060
4 D	0 / 1	775	475,000	0.1205%	0.1393%	5,589	466	144	12	7,212	601	5,733	478	12,802	1,067
5 D	0 / 1	775	480,000	0.1205%	0.1393%	5,589	466	145	12	7,288	607	5,735	478	12,878	1,073
6 D	1+ / 1.5	1,052	775,000	0.1636%	0.1891%	7,589	632	235	20	11,767	981	7,824	652	19,356	1,613
7 D	1+ / 1.5	1,052	780,000	0.1636%	0.1891%	7,589	632	236	20	11,843	987	7,825	652	19,432	1,619
8 D	1+ / 1.5	1,052	785,000	0.1636%	0.1891%	7,589	632	238	20	11,919	993	7,827	652	19,508	1,626
9 D	1+ / 1.5	1,052	790,000	0.1636%	0.1891%	7,589	632	239	20	11,995	1,000	7,828	652	19,584	1,632
10 D	1+ / 1.5	1,052	795,000	0.1636%	0.1891%	7,589	632	241	20	12,071	1,006	7,830	652	19,660	1,638
11 D	1+ / 1.5	1,052	800,000	0.1636%	0.1891%	7,589	632	242	20	12,147	1,012	7,831	653	19,736	1,645
12 D	1+ / 1.5	1,052	805,000	0.1636%	0.1891%	7,589	632	244	20	12,223	1,019	7,833	653	19,811	1,651
14 D	1+ / 1.5	1,052	810,000	0.1636%	0.1891%	7,589	632	245	20	12,299	1,025	7,834	653	19,887	1,657
15 D	1+ / 1.5	1,052	830,000	0.1636%	0.1891%	7,589	632	251	21	12,602	1,050	7,840	653	20,191	1,683
16 D	1+ / 1.5	1,025	820,000	0.1594%	0.1843%	7,394	616	248	21	12,451	1,038	7,642	637	19,844	1,654
17 D	1+ / 1.5	1,025	825,000	0.1594%	0.1843%	7,394	616	250	21	12,526	1,044	7,644	637	19,920	1,660
18 D	1+ / 1.5	1,025	830,000	0.1594%	0.1843%	7,394	616	251	21	12,602	1,050	7,645	637	19,996	1,666
19 D	1+ / 1.5	1,025	835,000	0.1594%	0.1843%	7,394	616	253	21	12,678	1,057	7,647	637	20,072	1,673
20 D	1+ / 1.5	1,025	865,000	0.1594%	0.1843%	7,394	616	262	22	13,134	1,094	7,656	638	20,528	1,711
21 D	2+ / 2	1,487	1,115,000	0.2312%	0.2673%	10,724	894	338	28	16,930	1,411	11,062	922	27,654	2,305
22 D	3+ / 3	1,833	1,570,000	0.2850%	0.3294%	13,220	1,102	476	40	23,838	1,987	13,696	1,141	37,058	3,088
23 D	3+ / 3	1,833	1,585,000	0.2850%	0.3294%	13,220	1,102	480	40	24,066	2,005	13,700	1,142	37,286	3,107
24 D	2+ / 2	1,487	1,135,000	0.2312%	0.2673%	10,724	894	344	29	17,233	1,436	11,068	922	27,958	2,330
25 D	2+ / 2	1,487	1,145,000	0.2312%	0.2673%	10,724	894	347	29	17,385	1,449	11,071	923	28,110	2,342
26 D	2+ / 2	1,487	1,155,000	0.2312%	0.2673%	10,724	894	350	29	17,537	1,461	11,074	923	28,261	2,355
27 D	2+ / 2	1,487	1,165,000	0.2312%	0.2673%	10,724	894	353	29	17,689	1,474	11,077	923	28,413	2,368
28 D	2+ / 2	1,487	1,175,000	0.2312%	0.2673%	10,724	894	356	30	17,841	1,487	11,080	923	28,565	2,380
29 D	2+ / 2	1,487	1,185,000	0.2312%	0.2673%	10,724	894	359	30	17,993	1,499	11,083	924	28,717	2,393

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
30 D	2+ / 2	1,487	1,195,000	0.2312%	0.2673%	10,724	894	362	30	18,144	1,512	11,086	924	28,869	2,406
31 D(T)	3+ / 3	1,915 (468)	2,115,000	0.3160%	0.3653%	14,658	1,221	641	53	32,113	2,676	15,299	1,275	46,771	3,898
32 D	3+ / 3	1,915	1,780,000	0.2978%	0.3442%	13,814	1,151	539	45	27,027	2,252	14,353	1,196	40,840	3,403
33 D	3+ / 3	1,915	1,795,000	0.2978%	0.3442%	13,814	1,151	544	45	27,254	2,271	14,358	1,196	41,068	3,422
34 D	3+ / 3	1,915	1,810,000	0.2978%	0.3442%	13,814	1,151	548	46	27,482	2,290	14,362	1,197	41,296	3,441
35 D	3+ / 3	1,915	1,825,000	0.2978%	0.3442%	13,814	1,151	553	46	27,710	2,309	14,367	1,197	41,524	3,460
36 D	3+ / 3	1,915	1,840,000	0.2978%	0.3442%	13,814	1,151	557	46	27,938	2,328	14,371	1,198	41,751	3,479
37 D	3+ / 3	1,915	1,855,000	0.2978%	0.3442%	13,814	1,151	562	47	28,166	2,347	14,376	1,198	41,979	3,498
38 D	3+ / 3	1,915	1,870,000	0.2978%	0.3442%	13,814	1,151	567	47	28,393	2,366	14,380	1,198	42,207	3,517
39 D	3+ / 3	1,915	1,885,000	0.2978%	0.3442%	13,814	1,151	571	48	28,621	2,385	14,385	1,199	42,435	3,536
40 D	3+ / 3	1,915	1,900,000	0.2978%	0.3442%	13,814	1,151	576	48	28,849	2,404	14,389	1,199	42,662	3,555
41 D	3+ / 3	1,915	1,915,000	0.2978%	0.3442%	13,814	1,151	580	48	29,077	2,423	14,394	1,199	42,890	3,574
42 D	3+ / 3	1,915	1,930,000	0.2978%	0.3442%	13,814	1,151	585	49	29,304	2,442	14,398	1,200	43,118	3,593
43 D	3+ / 3	1,915	1,945,000	0.2978%	0.3442%	13,814	1,151	589	49	29,532	2,461	14,403	1,200	43,346	3,612
44 D	3+ / 3	1,915	1,960,000	0.2978%	0.3442%	13,814	1,151	594	49	29,760	2,480	14,407	1,201	43,573	3,631
45 D	3+ / 3	1,915	1,975,000	0.2978%	0.3442%	13,814	1,151	598	50	29,988	2,499	14,412	1,201	43,801	3,650
46 D	3+ / 3	1,915	1,990,000	0.2978%	0.3442%	13,814	1,151	603	50	30,215	2,518	14,417	1,201	44,029	3,669
3 E	1 / 1	875	465,000	0.1361%	0.1573%	6,313	526	141	12	7,060	588	6,454	538	13,373	1,114
4 E	1 / 1	875	470,000	0.1361%	0.1573%	6,313	526	142	12	7,136	595	6,456	538	13,449	1,121
5 E	1 / 1	875	475,000	0.1361%	0.1573%	6,313	526	144	12	7,212	601	6,457	538	13,525	1,127
6 E(T)	2+ / 2	1,512 (865)	1,290,000	0.2687%	0.3106%	12,464	1,039	391	33	19,587	1,632	12,855	1,071	32,051	2,671
7 E	2+ / 2	1,512	995,000	0.2351%	0.2718%	10,905	909	301	25	15,108	1,259	11,207	934	26,013	2,168
8 E	2+ / 2	1,512	1,000,000	0.2351%	0.2718%	10,905	909	303	25	15,184	1,265	11,208	934	26,089	2,174
9 E	2+ / 2	1,512	1,005,000	0.2351%	0.2718%	10,905	909	304	25	15,259	1,272	11,210	934	26,165	2,180
10 E	2+ / 2	1,512	1,010,000	0.2351%	0.2718%	10,905	909	306	25	15,335	1,278	11,211	934	26,241	2,187
11 E	2+ / 2	1,512	1,015,000	0.2351%	0.2718%	10,905	909	307	26	15,411	1,284	11,213	934	26,317	2,193
12 E	2+ / 2	1,512	1,025,000	0.2351%	0.2718%	10,905	909	311	26	15,563	1,297	11,216	935	26,468	2,206
14 E	2+ / 2	1,512	1,035,000	0.2351%	0.2718%	10,905	909	314	26	15,715	1,310	11,219	935	26,620	2,218
15 E	2+ / 2	1,512	1,095,000	0.2351%	0.2718%	10,905	909	332	28	16,626	1,386	11,237	936	27,531	2,294
16 E	2+ / 2	1,486	1,055,000	0.2311%	0.2671%	10,720	893	320	27	16,019	1,335	11,039	920	26,738	2,228
17 E	2+ / 2	1,486	1,065,000	0.2311%	0.2671%	10,720	893	323	27	16,170	1,348	11,042	920	26,890	2,241
18 E	2+ / 2	1,486	1,075,000	0.2311%	0.2671%	10,720	893	326	27	16,322	1,360	11,045	920	27,042	2,254
19 E	2+ / 2	1,486	1,085,000	0.2311%	0.2671%	10,720	893	329	27	16,474	1,373	11,048	921	27,194	2,266
20 E	2+ / 2	1,486	1,145,000	0.2311%	0.2671%	10,720	893	347	29	17,385	1,449	11,067	922	28,105	2,342
21 E	1 / 1	903	655,000	0.1404%	0.1623%	6,513	543	198	17	9,945	829	6,711	559	16,458	1,371
22 E	2+ / 2	1,487	1,115,000	0.2312%	0.2673%	10,724	894	338	28	16,930	1,411	11,062	922	27,654	2,305
23 E	2+ / 2	1,487	1,125,000	0.2312%	0.2673%	10,724	894	341	28	17,082	1,423	11,065	922	27,806	2,317
24 E	1 / 1	903	690,000	0.1404%	0.1623%	6,513	543	209	17	10,477	873	6,722	560	16,989	1,416
25 E	1 / 1	903	695,000	0.1404%	0.1623%	6,513	543	211	18	10,553	879	6,723	560	17,065	1,422
26 E	1 / 1	903	700,000	0.1404%	0.1623%	6,513	543	212	18	10,628	886	6,725	560	17,141	1,428
27 E	1 / 1	903	705,000	0.1404%	0.1623%	6,513	543	214	18	10,704	892	6,726	561	17,217	1,435
28 E	1 / 1	903	710,000	0.1404%	0.1623%	6,513	543	215	18	10,780	898	6,728	561	17,293	1,441

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
29 E	1 / 1	895	740,000	0.1392%	0.1609%	6,457	538	224	19	11,236	936	6,681	557	17,693	1,474
30 E	1 / 1	895	745,000	0.1392%	0.1609%	6,457	538	226	19	11,312	943	6,683	557	17,769	1,481
3 F	2+ / 2	1,518	915,000	0.2360%	0.2728%	10,947	912	277	23	13,893	1,158	11,224	935	24,840	2,070
4 F	2+ / 2	1,518	925,000	0.2360%	0.2728%	10,947	912	280	23	14,045	1,170	11,227	936	24,992	2,083
5 F	2+ / 2	1,518	935,000	0.2360%	0.2728%	10,947	912	283	24	14,197	1,183	11,230	936	25,144	2,095
6 F(T)	1 / 1	932 (227)	700,000	0.1537%	0.1777%	7,130	594	212	18	10,628	886	7,342	612	17,758	1,480
7 F	1 / 1	932	610,000	0.1449%	0.1675%	6,721	560	185	15	9,262	772	6,906	576	15,983	1,332
8 F	1 / 1	932	615,000	0.1449%	0.1675%	6,721	560	186	16	9,338	778	6,908	576	16,059	1,338
9 F	1 / 1	932	620,000	0.1449%	0.1675%	6,721	560	188	16	9,414	784	6,909	576	16,135	1,345
10 F	1 / 1	932	625,000	0.1449%	0.1675%	6,721	560	189	16	9,490	791	6,911	576	16,211	1,351
11 F	1 / 1	932	630,000	0.1449%	0.1675%	6,721	560	191	16	9,566	797	6,912	576	16,287	1,357
12 F	1 / 1	932	635,000	0.1449%	0.1675%	6,721	560	192	16	9,642	803	6,914	576	16,363	1,364
14 F	1 / 1	932	640,000	0.1449%	0.1675%	6,721	560	194	16	9,717	810	6,915	576	16,439	1,370
15 F	1 / 1	932	660,000	0.1449%	0.1675%	6,721	560	200	17	10,021	835	6,921	577	16,742	1,395
16 F	1 / 1	905	665,000	0.1407%	0.1626%	6,526	544	201	17	10,097	841	6,728	561	16,624	1,385
17 F	1 / 1	905	670,000	0.1407%	0.1626%	6,526	544	203	17	10,173	848	6,729	561	16,699	1,392
18 F	1 / 1	905	675,000	0.1407%	0.1626%	6,526	544	204	17	10,249	854	6,731	561	16,775	1,398
19 F	1 / 1	905	680,000	0.1407%	0.1626%	6,526	544	206	17	10,325	860	6,732	561	16,851	1,404
20 F	1 / 1	905	710,000	0.1407%	0.1626%	6,526	544	215	18	10,780	898	6,742	562	17,307	1,442
21 F	1 / 1.5	886	720,000	0.1378%	0.1593%	6,392	533	218	18	10,932	911	6,610	551	17,324	1,444
22 F	1 / 1	903	660,000	0.1404%	0.1623%	6,513	543	200	17	10,021	835	6,713	559	16,534	1,378
23 F	1 / 1	903	615,000	0.1404%	0.1623%	6,513	543	186	16	9,338	778	6,699	558	15,850	1,321
24 F	1 / 1.5	886	715,000	0.1378%	0.1593%	6,392	533	217	18	10,856	905	6,609	551	17,248	1,437
25 F	1 / 1.5	886	720,000	0.1378%	0.1593%	6,392	533	218	18	10,932	911	6,610	551	17,324	1,444
26 F	1 / 1.5	886	725,000	0.1378%	0.1593%	6,392	533	220	18	11,008	917	6,612	551	17,400	1,450
27 F	1 / 1.5	882	730,000	0.1371%	0.1585%	6,360	530	221	18	11,084	924	6,581	548	17,444	1,454
28 F	1 / 1.5	882	735,000	0.1371%	0.1585%	6,360	530	223	19	11,160	930	6,582	549	17,519	1,460
29 F	1 / 1	803	745,000	0.1249%	0.1444%	5,794	483	226	19	11,312	943	6,019	502	17,105	1,425
30 F	1 / 1	803	755,000	0.1249%	0.1444%	5,794	483	229	19	11,464	955	6,022	502	17,257	1,438
3 G	1 / 1	906	515,000	0.1409%	0.1629%	6,536	545	156	13	7,820	652	6,692	558	14,355	1,196
4 G	1 / 1	906	520,000	0.1409%	0.1629%	6,536	545	158	13	7,895	658	6,693	558	14,431	1,203
5 G	1 / 1	906	525,000	0.1409%	0.1629%	6,536	545	159	13	7,971	664	6,695	558	14,507	1,209
6 G(T)	1 / 1.5	902 (116)	710,000	0.1448%	0.1674%	6,717	560	215	18	10,780	898	6,932	578	17,497	1,458
7 G	1 / 1.5	902	665,000	0.1403%	0.1622%	6,508	542	201	17	10,097	841	6,709	559	16,605	1,384
8 G	1 / 1.5	902	670,000	0.1403%	0.1622%	6,508	542	203	17	10,173	848	6,711	559	16,681	1,390
9 G	1 / 1.5	902	675,000	0.1403%	0.1622%	6,508	542	204	17	10,249	854	6,712	559	16,757	1,396
10 G	1 / 1.5	902	680,000	0.1403%	0.1622%	6,508	542	206	17	10,325	860	6,714	559	16,833	1,403
11 G	1 / 1.5	902	685,000	0.1403%	0.1622%	6,508	542	208	17	10,401	867	6,715	560	16,909	1,409
12 G	1 / 1.5	902	690,000	0.1403%	0.1622%	6,508	542	209	17	10,477	873	6,717	560	16,985	1,415
14 G	1 / 1.5	902	695,000	0.1403%	0.1622%	6,508	542	211	18	10,553	879	6,718	560	17,061	1,422
15 G	1 / 1.5	902	715,000	0.1403%	0.1622%	6,508	542	217	18	10,856	905	6,725	560	17,364	1,447
16 G	1 / 1.5	902	705,000	0.1403%	0.1622%	6,508	542	214	18	10,704	892	6,722	560	17,212	1,434

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
17 G	1 / 1.5	902	710,000	0.1403%	0.1622%	6,508	542	215	18	10,780	898	6,723	560	17,288	1,441
18 G	1 / 1.5	902	715,000	0.1403%	0.1622%	6,508	542	217	18	10,856	905	6,725	560	17,364	1,447
19 G	1 / 1.5	902	720,000	0.1403%	0.1622%	6,508	542	218	18	10,932	911	6,726	561	17,440	1,453
20 G	1 / 1.5	902	750,000	0.1403%	0.1622%	6,508	542	227	19	11,388	949	6,735	561	17,896	1,491
21 G(T)	2+ / 2	1,594 (135)	1,430,000	0.2531%	0.2926%	11,740	978	433	36	21,712	1,809	12,173	1,014	33,453	2,788
22 G	1 / 1.5	889	725,000	0.1382%	0.1598%	6,411	534	220	18	11,008	917	6,630	553	17,419	1,452
23 G	1 / 1.5	889	695,000	0.1382%	0.1598%	6,411	534	211	18	10,553	879	6,621	552	16,963	1,414
24 G	3+ / 3	1,893	1,760,000	0.2943%	0.3402%	13,651	1,138	533	44	26,723	2,227	14,185	1,182	40,374	3,365
25 G	3+ / 3	1,893	1,775,000	0.2943%	0.3402%	13,651	1,138	538	45	26,951	2,246	14,189	1,182	40,602	3,384
26 G	3+ / 3	1,893	1,790,000	0.2943%	0.3402%	13,651	1,138	542	45	27,179	2,265	14,194	1,183	40,830	3,402
27 G	3+ / 3	1,897	1,805,000	0.2950%	0.3410%	13,684	1,140	547	46	27,406	2,284	14,231	1,186	41,090	3,424
28 G	3+ / 3	1,897	1,820,000	0.2950%	0.3410%	13,684	1,140	551	46	27,634	2,303	14,235	1,186	41,318	3,443
29 G(T)	2+ / 2	1,460 (412)	1,695,000	0.2430%	0.2809%	11,272	939	514	43	25,736	2,145	11,785	982	37,008	3,084
30 G	2+ / 2	1,460	1,405,000	0.2270%	0.2624%	10,530	877	426	35	21,333	1,778	10,955	913	31,862	2,655
3 H	2 / 2.5	1,733	1,010,000	0.2695%	0.3115%	12,501	1,042	306	25	15,335	1,278	12,807	1,067	27,836	2,320
4 H	2 / 2.5	1,733	1,020,000	0.2695%	0.3115%	12,501	1,042	309	26	15,487	1,291	12,810	1,068	27,988	2,332
5 H	2 / 2.5	1,733	1,030,000	0.2695%	0.3115%	12,501	1,042	312	26	15,639	1,303	12,813	1,068	28,140	2,345
22 H	2+ / 2	1,591	1,365,000	0.2474%	0.2860%	11,476	956	414	34	20,726	1,727	11,889	991	32,201	2,683
23 H	2+ / 2	1,591	1,375,000	0.2474%	0.2860%	11,476	956	417	35	20,877	1,740	11,892	991	32,353	2,696
3 I	1+ / 1.5	983	595,000	0.1529%	0.1767%	7,092	591	180	15	9,034	753	7,273	606	16,127	1,344
4 I	1+ / 1.5	983	605,000	0.1529%	0.1767%	7,092	591	183	15	9,186	766	7,276	606	16,278	1,357
5 I	1+ / 1.5	983	615,000	0.1529%	0.1767%	7,092	591	186	16	9,338	778	7,279	607	16,430	1,369
3 J	2+ / 2.5	1,776	1,120,000	0.2762%	0.3193%	12,812	1,068	339	28	17,006	1,417	13,151	1,096	29,817	2,485
4 J	2+ / 2.5	1,776	1,220,000	0.2762%	0.3193%	12,812	1,068	370	31	18,524	1,544	13,181	1,098	31,336	2,611
5 J	2+ / 2.5	1,776	1,280,000	0.2762%	0.3193%	12,812	1,068	388	32	19,435	1,620	13,200	1,100	32,247	2,687
6 J	3+ / 3.5	2,127	1,705,000	0.3307%	0.3823%	15,340	1,278	517	43	25,888	2,157	15,856	1,321	41,228	3,436
7 J	3+ / 3.5	2,127	1,720,000	0.3307%	0.3823%	15,340	1,278	521	43	26,116	2,176	15,861	1,322	41,456	3,455
8 J	3+ / 3.5	2,127	1,735,000	0.3307%	0.3823%	15,340	1,278	526	44	26,343	2,195	15,865	1,322	41,683	3,474
9 J	3+ / 3.5	2,127	1,750,000	0.3307%	0.3823%	15,340	1,278	530	44	26,571	2,214	15,870	1,322	41,911	3,493
10 J	3+ / 3.5	2,127	1,765,000	0.3307%	0.3823%	15,340	1,278	535	45	26,799	2,233	15,875	1,323	42,139	3,512
11 J	3+ / 3.5	2,127	1,780,000	0.3307%	0.3823%	15,340	1,278	539	45	27,027	2,252	15,879	1,323	42,367	3,531
12 J	3+ / 3.5	2,127	1,795,000	0.3307%	0.3823%	15,340	1,278	544	45	27,254	2,271	15,884	1,324	42,594	3,550
14 J	3+ / 3.5	2,127	1,810,000	0.3307%	0.3823%	15,340	1,278	548	46	27,482	2,290	15,888	1,324	42,822	3,569
15 J	3+ / 3.5	2,127	1,825,000	0.3307%	0.3823%	15,340	1,278	553	46	27,710	2,309	15,893	1,324	43,050	3,587
16 J(T)	3+ / 2.5	1,860 (299)	1,820,000	0.3008%	0.3477%	13,953	1,163	551	46	27,634	2,303	14,504	1,209	41,587	3,466
17 J	3+ / 2.5	1,860	1,585,000	0.2892%	0.3343%	13,415	1,118	480	40	24,066	2,005	13,895	1,158	37,481	3,123
18 J	3+ / 2.5	1,860	1,600,000	0.2892%	0.3343%	13,415	1,118	485	40	24,294	2,024	13,900	1,158	37,708	3,142
19 J	3+ / 2.5	1,860	1,615,000	0.2892%	0.3343%	13,415	1,118	489	41	24,521	2,043	13,904	1,159	37,936	3,161
20 J	3+ / 2.5	1,860	1,630,000	0.2892%	0.3343%	13,415	1,118	494	41	24,749	2,062	13,909	1,159	38,164	3,180
3 K	1+ / 1.5	1,044	775,000	0.1623%	0.1876%	7,528	627	235	20	11,767	981	7,763	647	19,296	1,608
4 K	1+ / 1.5	1,044	825,000	0.1623%	0.1876%	7,528	627	250	21	12,526	1,044	7,778	648	20,055	1,671
5 K	1+ / 1.5	1,044	855,000	0.1623%	0.1876%	7,528	627	259	22	12,982	1,082	7,787	649	20,510	1,709

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
6 K	1+ / 1.5	1,044	870,000	0.1623%	0.1876%	7,528	627	264	22	13,210	1,101	7,792	649	20,738	1,728
7 K	1+ / 1.5	1,044	875,000	0.1623%	0.1876%	7,528	627	265	22	13,286	1,107	7,794	649	20,814	1,735
8 K	1+ / 1.5	1,044	880,000	0.1623%	0.1876%	7,528	627	267	22	13,362	1,113	7,795	650	20,890	1,741
9 K	1+ / 1.5	1,044	885,000	0.1623%	0.1876%	7,528	627	268	22	13,437	1,120	7,797	650	20,966	1,747
10 K	1+ / 1.5	1,044	890,000	0.1623%	0.1876%	7,528	627	270	22	13,513	1,126	7,798	650	21,042	1,753
11 K	1+ / 1.5	1,044	895,000	0.1623%	0.1876%	7,528	627	271	23	13,589	1,132	7,800	650	21,118	1,760
12 K	1+ / 1.5	1,044	900,000	0.1623%	0.1876%	7,528	627	273	23	13,665	1,139	7,801	650	21,194	1,766
14 K	1+ / 1.5	1,044	905,000	0.1623%	0.1876%	7,528	627	274	23	13,741	1,145	7,803	650	21,270	1,772
15 K	1+ / 1.5	1,044	910,000	0.1623%	0.1876%	7,528	627	276	23	13,817	1,151	7,804	650	21,345	1,779
3 L	2+ / 2	1,481	1,035,000	0.2303%	0.2662%	10,683	890	314	26	15,715	1,310	10,996	916	26,398	2,200
4 L	2+ / 2	1,481	1,135,000	0.2303%	0.2662%	10,683	890	344	29	17,233	1,436	11,027	919	27,916	2,326
5 L	2+ / 2	1,481	1,195,000	0.2303%	0.2662%	10,683	890	362	30	18,144	1,512	11,045	920	28,827	2,402
6 L	2+ / 2	1,481	1,215,000	0.2303%	0.2662%	10,683	890	368	31	18,448	1,537	11,051	921	29,131	2,428
7 L	2+ / 2	1,481	1,225,000	0.2303%	0.2662%	10,683	890	371	31	18,600	1,550	11,054	921	29,283	2,440
8 L	2+ / 2	1,481	1,235,000	0.2303%	0.2662%	10,683	890	374	31	18,752	1,563	11,057	921	29,434	2,453
9 L	2+ / 2	1,481	1,245,000	0.2303%	0.2662%	10,683	890	377	31	18,904	1,575	11,060	922	29,586	2,466
10 L	2+ / 2	1,481	1,255,000	0.2303%	0.2662%	10,683	890	380	32	19,055	1,588	11,063	922	29,738	2,478
11 L	2+ / 2	1,481	1,265,000	0.2303%	0.2662%	10,683	890	383	32	19,207	1,601	11,066	922	29,890	2,491
12 L	2+ / 2	1,481	1,275,000	0.2303%	0.2662%	10,683	890	386	32	19,359	1,613	11,069	922	30,042	2,503
14 L	2+ / 2	1,481	1,285,000	0.2303%	0.2662%	10,683	890	389	32	19,511	1,626	11,072	923	30,194	2,516
15 L	2+ / 2	1,481	1,295,000	0.2303%	0.2662%	10,683	890	392	33	19,663	1,639	11,075	923	30,345	2,529
16 L(T)	2+ / 2	1,484 (290)	1,455,000	0.2420%	0.2797%	11,225	935	441	37	22,092	1,841	11,666	972	33,317	2,776
17 L	2+ / 2	1,484	1,315,000	0.2308%	0.2668%	10,706	892	398	33	19,966	1,664	11,104	925	30,672	2,556
18 L	2+ / 2	1,484	1,325,000	0.2308%	0.2668%	10,706	892	401	33	20,118	1,677	11,107	926	30,824	2,569
19 L	2+ / 2	1,484	1,335,000	0.2308%	0.2668%	10,706	892	404	34	20,270	1,689	11,110	926	30,976	2,581
20 L	2+ / 2	1,484	1,345,000	0.2308%	0.2668%	10,706	892	407	34	20,422	1,702	11,113	926	31,128	2,594
3 M	2+ / 2	1,456	1,020,000	0.2264%	0.2617%	10,502	875	309	26	15,487	1,291	10,811	901	25,989	2,166
4 M	2+ / 2	1,456	1,120,000	0.2264%	0.2617%	10,502	875	339	28	17,006	1,417	10,841	903	27,507	2,292
5 M	2+ / 2	1,456	1,180,000	0.2264%	0.2617%	10,502	875	357	30	17,917	1,493	10,859	905	28,418	2,368
6 M	2+ / 2	1,456	1,255,000	0.2264%	0.2617%	10,502	875	380	32	19,055	1,588	10,882	907	29,557	2,463
7 M	2+ / 2	1,456	1,300,000	0.2264%	0.2617%	10,502	875	394	33	19,739	1,645	10,896	908	30,240	2,520
8 M	2+ / 2	1,456	1,310,000	0.2264%	0.2617%	10,502	875	397	33	19,890	1,658	10,899	908	30,392	2,533
9 M	2+ / 2	1,456	1,320,000	0.2264%	0.2617%	10,502	875	400	33	20,042	1,670	10,902	908	30,544	2,545
10 M	2+ / 2	1,456	1,330,000	0.2264%	0.2617%	10,502	875	403	34	20,194	1,683	10,905	909	30,696	2,558
11 M	2+ / 2	1,456	1,340,000	0.2264%	0.2617%	10,502	875	406	34	20,346	1,695	10,908	909	30,848	2,571
12 M	2+ / 2	1,456	1,350,000	0.2264%	0.2617%	10,502	875	409	34	20,498	1,708	10,911	909	31,000	2,583
14 M	2+ / 2	1,456	1,360,000	0.2264%	0.2617%	10,502	875	412	34	20,650	1,721	10,914	909	31,151	2,596
15 M	2+ / 2	1,456	1,370,000	0.2264%	0.2617%	10,502	875	415	35	20,801	1,733	10,917	910	31,303	2,609
16 M(T)	2+ / 2	1,524 (269)	1,625,000	0.2474%	0.2860%	11,476	956	492	41	24,673	2,056	11,968	997	36,149	3,012
17 M	2+ / 2	1,524	1,415,000	0.2370%	0.2740%	10,993	916	429	36	21,485	1,790	11,422	952	32,478	2,707
18 M	2+ / 2	1,524	1,425,000	0.2370%	0.2740%	10,993	916	432	36	21,637	1,803	11,425	952	32,630	2,719
19 M	2+ / 2	1,524	1,435,000	0.2370%	0.2740%	10,993	916	435	36	21,788	1,816	11,428	952	32,782	2,732

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
20 M	2+ / 2	1,524	1,505,000	0.2370%	0.2740%	10,993	916	456	38	22,851	1,904	11,449	954	33,845	2,820
3 N	3+ / 3	1,718	1,165,000	0.2671%	0.3088%	12,390	1,032	353	29	17,689	1,474	12,743	1,062	30,079	2,507
4 N	3+ / 3	1,718	1,295,000	0.2671%	0.3088%	12,390	1,032	392	33	19,663	1,639	12,782	1,065	32,052	2,671
5 N	3+ / 3	1,718	1,380,000	0.2671%	0.3088%	12,390	1,032	418	35	20,953	1,746	12,808	1,067	33,343	2,779
6 N	3+ / 3	1,718	1,355,000	0.2671%	0.3088%	12,390	1,032	410	34	20,574	1,714	12,800	1,067	32,963	2,747
7 N	3+ / 3	1,718	1,370,000	0.2671%	0.3088%	12,390	1,032	415	35	20,801	1,733	12,805	1,067	33,191	2,766
8 N	3+ / 3	1,718	1,385,000	0.2671%	0.3088%	12,390	1,032	420	35	21,029	1,752	12,809	1,067	33,419	2,785
9 N	3+ / 3	1,750	1,450,000	0.2721%	0.3145%	12,622	1,052	439	37	22,016	1,835	13,061	1,088	34,638	2,886
10 N	3+ / 3	1,750	1,465,000	0.2721%	0.3145%	12,622	1,052	444	37	22,244	1,854	13,065	1,089	34,866	2,905
11 N	3+ / 3	1,750	1,480,000	0.2721%	0.3145%	12,622	1,052	448	37	22,472	1,873	13,070	1,089	35,093	2,924
12 N	3+ / 3	1,750	1,495,000	0.2721%	0.3145%	12,622	1,052	453	38	22,699	1,892	13,075	1,090	35,321	2,943
14 N	3+ / 3	1,750	1,510,000	0.2721%	0.3145%	12,622	1,052	457	38	22,927	1,911	13,079	1,090	35,549	2,962
15 N	3+ / 3	1,750	1,525,000	0.2721%	0.3145%	12,622	1,052	462	38	23,155	1,930	13,084	1,090	35,777	2,981
16 N(T)	3+ / 3	2,318 (1,463)	2,440,000	0.4173%	0.4824%	19,357	1,613	739	62	37,048	3,087	20,096	1,675	56,405	4,700
17 N	3+ / 3	2,318	2,155,000	0.3604%	0.4166%	16,717	1,393	653	54	32,721	2,727	17,370	1,448	49,438	4,120
18 N	3+ / 3	2,318	2,170,000	0.3604%	0.4166%	16,717	1,393	657	55	32,948	2,746	17,375	1,448	49,666	4,139
19 N	3+ / 3	2,318	2,185,000	0.3604%	0.4166%	16,717	1,393	662	55	33,176	2,765	17,379	1,448	49,894	4,158
20 N	3+ / 3	2,318	2,275,000	0.3604%	0.4166%	16,717	1,393	689	57	34,543	2,879	17,407	1,451	51,260	4,272
3 P	1 / 1	686	465,000	0.1067%	0.1233%	4,949	412	141	12	7,060	588	5,090	424	12,010	1,001
4 P	1 / 1	686	470,000	0.1067%	0.1233%	4,949	412	142	12	7,136	595	5,092	424	12,086	1,007
5 P	1 / 1	686	475,000	0.1067%	0.1233%	4,949	412	144	12	7,212	601	5,093	424	12,162	1,013
6 P	1 / 1	686	480,000	0.1067%	0.1233%	4,949	412	145	12	7,288	607	5,095	425	12,237	1,020
7 P	1 / 1	686	485,000	0.1067%	0.1233%	4,949	412	147	12	7,364	614	5,096	425	12,313	1,026
8 P	1 / 1	686	490,000	0.1067%	0.1233%	4,949	412	148	12	7,440	620	5,098	425	12,389	1,032
9 P	0 / 1	567	455,000	0.0882%	0.1020%	4,091	341	138	11	6,909	576	4,229	352	11,000	917
10 P	0 / 1	567	460,000	0.0882%	0.1020%	4,091	341	139	12	6,984	582	4,231	353	11,076	923
11 P	0 / 1	567	465,000	0.0882%	0.1020%	4,091	341	141	12	7,060	588	4,232	353	11,152	929
12 P	0 / 1	567	470,000	0.0882%	0.1020%	4,091	341	142	12	7,136	595	4,234	353	11,228	936
14 P	0 / 1	567	475,000	0.0882%	0.1020%	4,091	341	144	12	7,212	601	4,235	353	11,303	942
15 P	0 / 1	567	480,000	0.0882%	0.1020%	4,091	341	145	12	7,288	607	4,237	353	11,379	948
3 R	1 / 1	696	520,000	0.1082%	0.1251%	5,019	418	158	13	7,895	658	5,176	431	12,914	1,076
4 R	1 / 1	696	525,000	0.1082%	0.1251%	5,019	418	159	13	7,971	664	5,178	431	12,990	1,083
5 R	1 / 1	696	530,000	0.1082%	0.1251%	5,019	418	161	13	8,047	671	5,180	432	13,066	1,089
6 R	1 / 1	696	535,000	0.1082%	0.1251%	5,019	418	162	14	8,123	677	5,181	432	13,142	1,095
7 R	1 / 1	696	540,000	0.1082%	0.1251%	5,019	418	164	14	8,199	683	5,183	432	13,218	1,102
8 R	1 / 1	696	545,000	0.1082%	0.1251%	5,019	418	165	14	8,275	690	5,184	432	13,294	1,108
9 R(T)	1 / 1	882 (529)	685,000	0.1577%	0.1823%	7,315	610	208	17	10,401	867	7,523	627	17,716	1,476
10 R	1 / 1	882	590,000	0.1371%	0.1585%	6,360	530	179	15	8,958	747	6,538	545	15,318	1,276
11 R	1 / 1	882	595,000	0.1371%	0.1585%	6,360	530	180	15	9,034	753	6,540	545	15,394	1,283
12 R	1 / 1	882	600,000	0.1371%	0.1585%	6,360	530	182	15	9,110	759	6,541	545	15,470	1,289
14 R	1 / 1	882	605,000	0.1371%	0.1585%	6,360	530	183	15	9,186	766	6,543	545	15,546	1,295
15 R	1 / 1	882	610,000	0.1371%	0.1585%	6,360	530	185	15	9,262	772	6,544	545	15,621	1,302

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
3 S	1 / 1	678	505,000	0.1054%	0.1218%	4,889	407	153	13	7,668	639	5,042	420	12,557	1,046
4 S	1 / 1	678	510,000	0.1054%	0.1218%	4,889	407	155	13	7,744	645	5,044	420	12,633	1,053
5 S	1 / 1	678	515,000	0.1054%	0.1218%	4,889	407	156	13	7,820	652	5,045	420	12,709	1,059
6 S	1 / 1	678	525,000	0.1054%	0.1218%	4,889	407	159	13	7,971	664	5,048	421	12,860	1,072
7 S	1 / 1	678	530,000	0.1054%	0.1218%	4,889	407	161	13	8,047	671	5,050	421	12,936	1,078
8 S	1 / 1	678	535,000	0.1054%	0.1218%	4,889	407	162	14	8,123	677	5,051	421	13,012	1,084
3 T	1 / 1.5	1,136	625,000	0.1766%	0.2041%	8,192	683	189	16	9,490	791	8,381	698	17,681	1,473
4 T	1 / 1.5	1,136	630,000	0.1766%	0.2041%	8,192	683	191	16	9,566	797	8,383	699	17,757	1,480
5 T	1 / 1.5	1,136	635,000	0.1766%	0.2041%	8,192	683	192	16	9,642	803	8,384	699	17,833	1,486
6 T	1 / 1.5	1,136	640,000	0.1766%	0.2041%	8,192	683	194	16	9,717	810	8,386	699	17,909	1,492
7 T	1 / 1.5	1,136	645,000	0.1766%	0.2041%	8,192	683	195	16	9,793	816	8,387	699	17,985	1,499
8 T	1 / 1.5	1,136	650,000	0.1766%	0.2041%	8,192	683	197	16	9,869	822	8,389	699	18,061	1,505
3 U	1 / 1	773	560,000	0.1202%	0.1389%	5,576	465	170	14	8,503	709	5,745	479	14,078	1,173
4 U	1 / 1	773	565,000	0.1202%	0.1389%	5,576	465	171	14	8,579	715	5,747	479	14,154	1,180
5 U	1 / 1	773	570,000	0.1202%	0.1389%	5,576	465	173	14	8,655	721	5,748	479	14,230	1,186
6 U	1 / 1	773	560,000	0.1202%	0.1389%	5,576	465	170	14	8,503	709	5,745	479	14,078	1,173
7 U	1 / 1	773	565,000	0.1202%	0.1389%	5,576	465	171	14	8,579	715	5,747	479	14,154	1,180
8 U	1 / 1	773	570,000	0.1202%	0.1389%	5,576	465	173	14	8,655	721	5,748	479	14,230	1,186
9 U	1 / 1	773	575,000	0.1202%	0.1389%	5,576	465	174	15	8,731	728	5,750	479	14,306	1,192
10 U	1 / 1	773	580,000	0.1202%	0.1389%	5,576	465	176	15	8,806	734	5,751	479	14,382	1,199
11 U	1 / 1	773	585,000	0.1202%	0.1389%	5,576	465	177	15	8,882	740	5,753	479	14,458	1,205
12 U	1 / 1	773	590,000	0.1202%	0.1389%	5,576	465	179	15	8,958	747	5,754	480	14,534	1,211
14 U	1 / 1	773	595,000	0.1202%	0.1389%	5,576	465	180	15	9,034	753	5,756	480	14,610	1,217
15 U	1 / 1	773	615,000	0.1202%	0.1389%	5,576	465	186	16	9,338	778	5,762	480	14,913	1,243
16 U	1 / 1	765	605,000	0.1190%	0.1376%	5,520	460	183	15	9,186	766	5,703	475	14,706	1,225
17 U	1 / 1	765	610,000	0.1190%	0.1376%	5,520	460	185	15	9,262	772	5,705	475	14,782	1,232
18 U	1 / 1	765	615,000	0.1190%	0.1376%	5,520	460	186	16	9,338	778	5,706	476	14,858	1,238
19 U	1 / 1	765	620,000	0.1190%	0.1376%	5,520	460	188	16	9,414	784	5,708	476	14,934	1,244
20 U	1 / 1	765	650,000	0.1190%	0.1376%	5,520	460	197	16	9,869	822	5,717	476	15,389	1,282
3 V	1 / 1	707	495,000	0.1099%	0.1270%	5,098	425	150	12	7,516	626	5,248	437	12,614	1,051
4 V	1 / 1	707	500,000	0.1099%	0.1270%	5,098	425	151	13	7,592	633	5,249	437	12,690	1,057
5 V	1 / 1	707	505,000	0.1099%	0.1270%	5,098	425	153	13	7,668	639	5,251	438	12,766	1,064
6 V	1 / 1	707	510,000	0.1099%	0.1270%	5,098	425	155	13	7,744	645	5,252	438	12,841	1,070
7 V	1 / 1	707	515,000	0.1099%	0.1270%	5,098	425	156	13	7,820	652	5,254	438	12,917	1,076
8 V	1 / 1	707	520,000	0.1099%	0.1270%	5,098	425	158	13	7,895	658	5,255	438	12,993	1,083
9 V	1 / 1	707	525,000	0.1099%	0.1270%	5,098	425	159	13	7,971	664	5,257	438	13,069	1,089
10 V	1 / 1	707	530,000	0.1099%	0.1270%	5,098	425	161	13	8,047	671	5,258	438	13,145	1,095
11 V	1 / 1	707	535,000	0.1099%	0.1270%	5,098	425	162	14	8,123	677	5,260	438	13,221	1,102
12 V	1 / 1	707	540,000	0.1099%	0.1270%	5,098	425	164	14	8,199	683	5,261	438	13,297	1,108
14 V	1 / 1	707	545,000	0.1099%	0.1270%	5,098	425	165	14	8,275	690	5,263	439	13,373	1,114
15 V	1 / 1	707	565,000	0.1099%	0.1270%	5,098	425	171	14	8,579	715	5,269	439	13,677	1,140
16 V	1 / 1	707	570,000	0.1099%	0.1270%	5,098	425	173	14	8,655	721	5,270	439	13,752	1,146

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
17 V	1 / 1	707	575,000	0.1099%	0.1270%	5,098	425	174	15	8,731	728	5,272	439	13,828	1,152
18 V	1 / 1	707	580,000	0.1099%	0.1270%	5,098	425	176	15	8,806	734	5,274	439	13,904	1,159
19 V	1 / 1	707	585,000	0.1099%	0.1270%	5,098	425	177	15	8,882	740	5,275	440	13,980	1,165
20 V	1 / 1	707	590,000	0.1099%	0.1270%	5,098	425	179	15	8,958	747	5,277	440	14,056	1,171
3 W	0 / 1	549	340,000	0.0854%	0.0987%	3,961	330	103	9	5,162	430	4,064	339	9,124	760
4 W	0 / 1	549	345,000	0.0854%	0.0987%	3,961	330	105	9	5,238	437	4,066	339	9,200	767
5 W	0 / 1	549	350,000	0.0854%	0.0987%	3,961	330	106	9	5,314	443	4,067	339	9,276	773
6 W	0 / 1	549	360,000	0.0854%	0.0987%	3,961	330	109	9	5,466	456	4,070	339	9,427	786
7 W	0 / 1	549	365,000	0.0854%	0.0987%	3,961	330	111	9	5,542	462	4,072	339	9,503	792
8 W	0 / 1	549	370,000	0.0854%	0.0987%	3,961	330	112	9	5,618	468	4,073	339	9,579	798
9 W	0 / 1	549	375,000	0.0854%	0.0987%	3,961	330	114	9	5,694	474	4,075	340	9,655	805
10 W	0 / 1	549	380,000	0.0854%	0.0987%	3,961	330	115	10	5,770	481	4,076	340	9,731	811
11 W	0 / 1	549	385,000	0.0854%	0.0987%	3,961	330	117	10	5,846	487	4,078	340	9,807	817
12 W	0 / 1	549	390,000	0.0854%	0.0987%	3,961	330	118	10	5,922	493	4,080	340	9,883	824
14 W	0 / 1	549	395,000	0.0854%	0.0987%	3,961	330	120	10	5,998	500	4,081	340	9,959	830
15 W	0 / 1	549	410,000	0.0854%	0.0987%	3,961	330	124	10	6,225	519	4,086	340	10,187	849
16 W	0 / 1	549	405,000	0.0854%	0.0987%	3,961	330	123	10	6,149	512	4,084	340	10,111	843
17 W	0 / 1	549	410,000	0.0854%	0.0987%	3,961	330	124	10	6,225	519	4,086	340	10,187	849
18 W	0 / 1	549	415,000	0.0854%	0.0987%	3,961	330	126	10	6,301	525	4,087	341	10,263	855
19 W	0 / 1	549	420,000	0.0854%	0.0987%	3,961	330	127	11	6,377	531	4,089	341	10,338	862
20 W	0 / 1	549	425,000	0.0854%	0.0987%	3,961	330	129	11	6,453	538	4,090	341	10,414	868
SUBTOTAL	**441**	**550,618 (7,200)**	**476,035,000**	**85.8969%**	**99.2920%**	**3,984,402**	**332,033**	**144,215**	**12,018**	**7,227,908**	**602,326**	**4,128,617**	**344,051**	**11,212,310**	**934,359**
Storage Unit No.1	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.2	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.3	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.4	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.5	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.6	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.7	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.8	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.9	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.10	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.11	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.12	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.13	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.14	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.15	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.16	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.17	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.18	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.19	16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.20		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.21		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.22		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.23		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.24		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.25		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.26		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.27		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.28		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.29		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.30		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.31		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.32		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.33		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.34		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.35		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.36		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.37		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.38		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.39		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.40		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.41		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.42		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.43		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.44		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.45		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.46		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.47		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.48		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.49		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.50		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.51		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.52		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.53		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.54		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.55		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.56		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.57		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.58		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.59		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.60		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.61		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.62		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.63		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.64		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.65		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.66		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.67		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.68		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.69		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.70		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.71		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.72		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.73		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.74		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.75		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.76		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.77		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.78		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.79		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.80		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.81		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.82		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.83		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.84		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.85		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.86		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.87		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.88		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.89		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.90		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.91		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.92		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.93		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.94		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.95		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.96		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.97		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.98		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.99		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.100		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.101		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.102		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.103		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.104		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.105		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.106		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.107		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.108		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.109		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.110		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.111		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.112		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.113		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.114		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.115		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.116		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.117		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.118		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.119		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.120		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.121		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.122		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.123		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.124		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.125		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.126		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.127		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.128		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.129		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.130		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.131		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.132		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.133		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.134		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.135		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.136		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.137		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.138		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.139		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.140		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.141		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.142		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.143		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.144		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.145		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.146		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.147		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.148		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.149		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.150		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.151		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.152		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.153		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.154		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.155		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.156		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.157		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.158		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.159		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.160		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.161		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.162		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.163		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.164		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.165		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.166		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.167		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.168		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.169		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.170		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.171		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.172		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.173		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.174		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.175		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.176		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.177		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.178		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.179		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.180		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.181		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.182		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.183		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.184		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.185		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.186		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.187		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.188		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.189		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.190		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.191		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.192		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.193		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.194		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.195		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.196		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.197		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.198		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.199		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.200		16	10,000	0.0025%	0.0029%	81	7	3	0.25	152	13	84	7	233	19
Storage Unit No.201		720	450,000	0.1125%	0.1300%	3,641	303	136	11.36	6,833	569	3,778	315	10,474	873
SUBTOTAL	**201**	**3,920**	**2,450,000**	**0.6125%**	**0.7080%**	**19,825**	**1,652**	**742**	**61**	**37,200**	**3,100**	**20,567**	**1,713**	**57,025**	**4,752**
Comm. Unit 1 - Garage		84,976	9,500,000	13.2109%	-	163,617	13,635	9,571	798	479,682	39,973	173,188	14,432	643,299	53,608
Comm. Unit 2 - Office		1,275	500,000	0.2797%	-	4,632	386	204	17	10,241	853	4,836	403	14,873	1,239
SUBTOTAL		**86,251**	**10,000,000**	**13.4906%**	-	**168,249**	**14,021**	**9,775**	**815**	**489,923**	**40,827**	**178,024**	**14,835**	**658,172**	**54,848**
GRAND TOTAL		**640,789**	**488,485,000**	**100.0000%**	**100.0000%**	**4,172,476**	**347,706**	**154,733**	**12,894**	**7,755,031**	**646,253**	**4,327,208**	**360,600**	**11,927,507**	**993,959**

RIVERSIDE SOUTH - BUILDING B
220 RIVERSIDE BOULEVARD
Schedule B: Projected Budget for First Year of Condominium Operation
08/14/01

Projected Dates of First Year of Operation: 01/01/2003 to 12/31/2003

PROJECTED RECEIPTS

Common Charges Allocable to Residential Units	$3,984,402
Common Charges Allocable to Storage Units	19,825
Common Charges Allocable to Garage Unit	163,617
Common Charges Allocable to Office Unit	4,632
TOTAL PROJECTED REVENUE	$4,172,476

PROJECTED ANNUAL EXPENSES

	OVERALL CONDO BUDGET	RESIDENTIAL UNITS	STORAGE UNITS	NON-RESIDENTIAL UNIT #1 GARAGE	NON-RESIDENTIAL UNIT #2 OFFICE
(1) Labor	1,721,667	1,673,783	10,545	36,565	774
(2) Heat/Hot Water	333,316	307,329	*not applicable*	25,373	614
(3) Electricity	687,189	683,389	2,750	*separately metered*	1,050
(4) Gas	24,586	24,586	*not applicable*	*not applicable*	*not applicable*
(5) Water Charges & Sewer Rents	162,136	160,795	*not applicable*	1,305	36
(6) Telephone & Miscellaneous	33,500	28,775	205	4,426	94
(7) Repairs & Maintenance	99,499	85,467	609	13,145	278
(8) Services & Supplies	315,450	309,048	1,932	4,360	110
(9) Insurance	152,100	130,649	932	20,094	425
(10) Management Fee	150,000	128,845	919	19,816	420
(11) Legal & Audit	17,000	14,602	104	2,246	48
(12) Superintendent's Unit	90,693	77,903	555	11,981	254
(13) Health Club	166,194	166,194	*not applicable*	*not applicable*	*not applicable*
(14) Park Maintenance	109,805	94,319	673	14,506	307
(15) Amtrak Maintenance	59,340	50,972	363	7,839	166
Total Before Contigency	4,122,475	3,936,656	19,587	161,656	4,576
% of Overall Condo Budget		95.49%	0.48%	3.92%	0.11%
(16) Contingency	50,000	47,746	238	1,961	56
TOTAL EXPENSES	**4,172,475**	**3,984,402**	**19,825**	**163,617**	**4,632**

Exhibit 5

FOURTEENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Thirteenth Amendments, is hereby further amended by this Fourteenth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: August 10, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
August 9, 2001

UNIT	REVISED OFFERING PRICE
6 A	700,000
7 A	705,000
8 A	710,000
9 A	715,000
10 A	720,000
11 A	725,000
12 A	730,000
14 A	735,000
15 A	755,000
16 A	745,000
17 A	750,000
18 A	755,000
19 A	760,000
20 A	765,000
21 A(T)	1,195,000
22 A	1,025,000
23 A	1,045,000
24 A	1,745,000
25 A	1,760,000
26 A	1,775,000
27 A	1,790,000
28 A	1,805,000
29 A(T)	1,720,000
30 A	1,430,000
39 A	2,285,000
40 A	2,300,000
41 A	2,315,000
42 A	2,330,000
43 A	2,345,000
44 A	2,360,000
45 A	2,375,000
46 A	2,390,000
22 B	460,000
23 B	470,000
31 B	1,315,000
32 B	1,325,000
33 B	1,335,000
34 B	1,345,000
35 B	1,355,000
36 B	1,365,000
37 B	1,375,000
38 B	1,535,000
39 B	1,560,000
40 B	1,585,000
41 B	1,610,000
42 B	1,635,000
43 B	1,660,000
44 B	1,685,000
45 B	1,710,000
46 B	1,735,000
3 C	590,000
4 C	595,000
5 C	600,000
6 C	615,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
August 9, 2001

UNIT	REVISED OFFERING PRICE
7 C	620,000
8 C	625,000
9 C	630,000
10 C	635,000
11 C	640,000
12 C	645,000
14 C	650,000
15 C	670,000
16 C	665,000
17 C	670,000
18 C	675,000
19 C	680,000
20 C	685,000
3 D	470,000
4 D	475,000
5 D	480,000
6 M	1,255,000
7 M	1,300,000
8 M	1,310,000
9 M	1,320,000
10 M	1,330,000
11 M	1,340,000
12 M	1,350,000
14 M	1,360,000
15 M	1,370,000
16 M(T)	1,625,000
17 M	1,415,000
18 M	1,425,000
19 M	1,435,000
20 M	1,505,000
9 P	455,000
10 P	460,000
11 P	465,000
12 P	470,000
14 P	475,000
15 P	480,000
3 W	340,000
4 W	345,000
5 W	350,000
6 W	360,000
7 W	365,000
8 W	370,000
9 W	375,000
10 W	380,000
11 W	385,000
12 W	390,000
14 W	395,000
15 W	410,000
16 W	405,000
17 W	410,000
18 W	415,000
19 W	420,000
20 W	425,000

THIRTEENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Twelfth Amendments, is hereby further amended by this Thirteenth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: July 27, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
July 26, 2001

UNIT	REVISED OFFERING PRICE
31 A(T)	2,115,000
32 A	1,880,000
33 A	1,895,000
34 A	1,910,000
35 A	1,925,000
36 A	1,940,000
37 A	1,955,000
38 A	2,170,000
39 A	2,185,000
40 A	2,200,000
41 A	2,215,000
42 A	2,230,000
43 A	2,245,000
44 A	2,260,000
45 A	2,275,000
46 A	2,290,000
31 B	1,265,000
32 B	1,275,000
33 B	1,285,000
34 B	1,295,000
35 B	1,305,000
36 B	1,315,000
37 B	1,325,000
38 B	1,485,000
39 B	1,510,000
40 B	1,535,000
41 B	1,560,000
42 B	1,585,000
43 B	1,610,000
44 B	1,635,000
45 B	1,660,000
46 B	1,685,000
31 C	1,315,000
32 C	1,325,000
33 C	1,335,000
34 C	1,345,000
35 C	1,355,000
36 C	1,365,000
37 C	1,375,000
38 C	1,385,000
39 C	1,395,000
40 C	1,405,000
41 C	1,415,000
42 C	1,425,000
43 C	1,435,000
44 C	1,445,000
45 C	1,455,000
46 C	1,465,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

July 26, 2001

UNIT	REVISED OFFERING PRICE
3 D	460,000
4 D	465,000
5 D	470,000
31 D(T)	2,115,000
32 D	1,780,000
33 D	1,795,000
34 D	1,810,000
35 D	1,825,000
36 D	1,840,000
37 D	1,855,000
38 D	1,870,000
39 D	1,885,000
40 D	1,900,000
41 D	1,915,000
42 D	1,930,000
43 D	1,945,000
44 D	1,960,000
45 D	1,975,000
46 D	1,990,000
21 E	655,000
24 E	690,000
25 E	695,000
26 E	700,000
27 E	705,000
28 E	710,000
29 E	740,000
30 E	745,000
6 F(T)	700,000
7 F	610,000
8 F	615,000
9 F	620,000
10 F	625,000
11 F	630,000
12 F	635,000
14 F	640,000
15 F	660,000
16 F	665,000
17 F	670,000
18 F	675,000
19 F	680,000
20 F	710,000
22 F	660,000

TWELFTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR:	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Eleventh Amendments, is hereby further amended by this Twelfth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: July 3, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
July 2, 2001

UNIT	REVISED OFFERING PRICE
6 A	675,000
7 A	680,000
8 A	685,000
9 A	690,000
10 A	695,000
11 A	700,000
12 A	705,000
14 A	710,000
15 A	730,000
16 A	720,000
17 A	725,000
18 A	730,000
19 A	735,000
20 A	740,000
24 A	1,720,000
25 A	1,735,000
26 A	1,750,000
27 A	1,765,000
28 A	1,780,000
22 D	1,570,000
23 D	1,585,000
24 G	1,760,000
25 G	1,775,000
26 G	1,790,000
27 G	1,805,000
28 G	1,820,000
16 J(T)	1,820,000
17 J	1,585,000
18 J	1,600,000
19 J	1,615,000
20 J	1,630,000

ELEVENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR :	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Tenth Amendments, is hereby further amended by this Eleventh Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: June 8, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
June 8, 2001

UNIT	REVISED OFFERING PRICE
PH1 A	3,755,000
3 B	595,000
4 B	600,000
5 B	605,000
6 B	620,000
7 B	625,000
8 B	630,000
9 B	635,000
10 B	640,000
11 B	645,000
12 B	650,000
14 B	655,000
15 B	675,000
16 B	665,000
17 B	670,000
18 B	675,000
19 B	680,000
20 B	685,000
PH1 B	2,330,000
PH1 C	1,705,000
7 M	1,250,000
8 M	1,260,000
9 M	1,270,000
10 M	1,280,000
11 M	1,290,000
12 M	1,300,000
14 M	1,310,000
15 M	1,320,000
16 M(T)	1,575,000
17 M	1,365,000
18 M	1,375,000
19 M	1,385,000
20 M	1,455,000
3 R	520,000
4 R	525,000
5 R	530,000
6 R	535,000
7 R	540,000
8 R	545,000
3 S	505,000
4 S	510,000
5 S	515,000
6 S	525,000
7 S	530,000
8 S	535,000

TENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR : **HUDSON WATERFRONT COMPANY B, LLC**
175 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SELLING AGENT: **THE MARKETING DIRECTORS, INC.**
750 LEXINGTON AVENUE
NEW YORK, NEW YORK 10022

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Ninth Amendments, is hereby further amended by this Tenth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: June 1, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

May 31, 2001

UNIT	REVISED OFFERING PRICE
3 B	560,000
4 B	565,000
5 B	570,000
6 B	585,000
7 B	590,000
8 B	595,000
9 B	600,000
10 B	605,000
11 B	610,000
12 B	615,000
14 B	620,000
15 B	640,000
16 B	630,000
17 B	635,000
18 B	640,000
19 B	645,000
20 B	650,000
3 R	495,000
4 R	500,000
5 R	505,000
6 R	510,000
7 R	515,000
8 R	520,000
3 S	480,000
4 S	485,000
5 S	490,000
6 S	500,000
7 S	505,000
8 S	510,000

NINTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR :	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Eighth Amendments, is hereby further amended by this Ninth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: May 17, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

May 17, 2001

UNIT	REVISED OFFERING PRICE
3 A	625,000
4 A	630,000
5 A	635,000
6 A	650,000
7 A	655,000
8 A	660,000
9 A	665,000
10 A	670,000
11 A	675,000
12 A	680,000
14 A	685,000
15 A	705,000
16 A	695,000
17 A	700,000
18 A	705,000
19 A	710,000
20 A	715,000
24 A	1,670,000
25 A	1,685,000
26 A	1,700,000
27 A	1,715,000
28 A	1,730,000
24 B	1,090,000
25 B	1,100,000
26 B	1,110,000
27 B	1,120,000
28 B	1,130,000
29 B	1,145,000
30 B	1,155,000
3 C	540,000
4 C	545,000
5 C	550,000
6 C	565,000
7 C	570,000
8 C	575,000
9 C	580,000
10 C	585,000
11 C	590,000
12 C	595,000
14 C	600,000
15 C	620,000
16 C	615,000
17 C	620,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
May 17, 2001

UNIT	REVISED OFFERING PRICE
18 C	625,000
19 C	630,000
20 C	635,000
24 E	640,000
25 E	645,000
26 E	650,000
27 E	655,000
28 E	660,000
29 E	690,000
30 E	695,000
21 F	720,000
24 F	715,000
25 F	720,000
26 F	725,000
27 F	730,000
28 F	735,000
29 F	745,000
30 F	755,000
3 G	515,000
4 G	520,000
5 G	525,000
6 G(T)	710,000
7 G	665,000
8 G	670,000
9 G	675,000
10 G	680,000
11 G	685,000
12 G	690,000
14 G	695,000
15 G	715,000
16 G	705,000
17 G	710,000
18 G	715,000
19 G	720,000
20 G	750,000
22 G	725,000

EIGHTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR :	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Seventh Amendments, is hereby further amended by this Eighth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: April 26, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

April 26, 2001

UNIT	REVISED OFFERING PRICE
3 A	575,000
4 A	580,000
5 A	585,000
6 A	600,000
7 A	605,000
8 A	610,000
9 A	615,000
10 A	620,000
11 A	625,000
12 A	630,000
14 A	635,000
15 A	655,000
16 A	645,000
17 A	650,000
18 A	655,000
19 A	660,000
20 A	665,000
24 A	1,620,000
25 A	1,635,000
26 A	1,650,000
27 A	1,665,000
28 A	1,680,000
3 B	525,000
4 B	530,000
5 B	535,000
6 B	550,000
7 B	555,000
8 B	560,000
9 B	565,000
10 B	570,000
11 B	575,000
12 B	580,000
14 B	585,000
15 B	605,000
16 B	595,000
17 B	600,000
18 B	605,000
19 B	610,000
20 B	615,000
24 B	1,040,000
25 B	1,050,000
26 B	1,060,000
27 B	1,070,000
28 B	1,080,000
3 C	490,000
4 C	495,000
5 C	500,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

April 26, 2001

UNIT	REVISED OFFERING PRICE
6 C	515,000
7 C	520,000
8 C	525,000
9 C	530,000
10 C	535,000
11 C	540,000
12 C	545,000
14 C	550,000
15 C	570,000
16 C	565,000
17 C	570,000
18 C	575,000
19 C	580,000
20 C	585,000
21 C	1,520,000
22 C	980,000
23 C	990,000
24 C	1,615,000
25 C	1,630,000
26 C	1,645,000
27 C	1,660,000
28 C	1,675,000
29 C	1,680,000
30 C	1,695,000
6 D	775,000
7 D	780,000
8 D	785,000
9 D	790,000
10 D	795,000
11 D	800,000
12 D	805,000
14 D	810,000
15 D	830,000
16 D	820,000
17 D	825,000
18 D	830,000
19 D	835,000
20 D	865,000
22 D	1,535,000
23 D	1,550,000
21 E	605,000
24 E	615,000
25 E	620,000
26 E	625,000
27 E	630,000
28 E	635,000
29 E	665,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

April 26, 2001

UNIT	REVISED OFFERING PRICE
30 E	670,000
22 F	610,000
23 F	615,000
3 G	480,000
4 G	485,000
5 G	490,000
6 G(T)	675,000
7 G	630,000
8 G	635,000
9 G	640,000
10 G	645,000
11 G	650,000
12 G	655,000
14 G	660,000
15 G	680,000
16 G	670,000
17 G	675,000
18 G	680,000
19 G	685,000
20 G	715,000
24 G	1,710,000
25 G	1,725,000
26 G	1,740,000
27 G	1,755,000
28 G	1,770,000
3 H	1,010,000
4 H	1,020,000
5 H	1,030,000
3 I	595,000
4 I	605,000
5 I	615,000
6 J	1,705,000
7 J	1,720,000
8 J	1,735,000
9 J	1,750,000
10 J	1,765,000
11 J	1,780,000
12 J	1,795,000
14 J	1,810,000
15 J	1,825,000
16 J(T)	1,770,000
17 J	1,535,000
18 J	1,550,000
19 J	1,565,000
20 J	1,580,000
3 L	1,035,000
4 L	1,135,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

April 26, 2001

UNIT	REVISED OFFERING PRICE
5 L	1,195,000
6 L	1,215,000
7 L	1,225,000
8 L	1,235,000
9 L	1,245,000
10 L	1,255,000
11 L	1,265,000
12 L	1,275,000
14 L	1,285,000
15 L	1,295,000
16 L(T)	1,455,000
17 L	1,315,000
18 L	1,325,000
19 L	1,335,000
20 L	1,345,000
16 M(T)	1,540,000
17 M	1,330,000
18 M	1,340,000
19 M	1,350,000
20 M	1,420,000
16 U	605,000
17 U	610,000
18 U	615,000
19 U	620,000
20 U	650,000
6 W	350,000
7 W	355,000
8 W	360,000
9 W	365,000
10 W	370,000
11 W	375,000
12 W	380,000
14 W	385,000
15 W	400,000
16 W	395,000
17 W	400,000
18 W	405,000
19 W	410,000
20 W	415,000

SEVENTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR :	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Sixth Amendments, is hereby further amended by this Seventh Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: April 9, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

SCHEDULE OF OFFERING PRICE REVISIONS

April 5, 2001

UNIT	REVISED OFFERING PRICE
3 A	550,000
4 A	555,000
5 A	560,000
6 A	575,000
7 A	580,000
8 A	585,000
9 A	590,000
10 A	595,000
11 A	600,000
12 A	605,000
14 A	610,000
15 A	630,000
16 A	620,000
17 A	625,000
18 A	630,000
19 A	635,000
20 A	640,000
21 A(T)	1,170,000
22 A	1,000,000
23 A	1,020,000
24 A	1,595,000
25 A	1,610,000
26 A	1,625,000
27 A	1,640,000
28 A	1,655,000
3 B	500,000
4 B	505,000
5 B	510,000
6 B	525,000
7 B	530,000
8 B	535,000
9 B	540,000
10 B	545,000
11 B	550,000
12 B	555,000
14 B	560,000
15 B	580,000
16 B	570,000
17 B	575,000
18 B	580,000
19 B	585,000
20 B	590,000
22 B	450,000
23 B	460,000
24 B	1,000,000
25 B	1,010,000
26 B	1,020,000
27 B	1,030,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2001

UNIT	REVISED OFFERING PRICE
28 B	1,040,000
29 B	1,095,000
30 B	1,105,000
3 C	465,000
4 C	470,000
5 C	475,000
6 C	490,000
7 C	495,000
8 C	500,000
9 C	505,000
10 C	510,000
11 C	515,000
12 C	520,000
14 C	525,000
15 C	545,000
16 C	540,000
17 C	545,000
18 C	550,000
19 C	555,000
20 C	560,000
21 C	1,495,000
22 C	955,000
23 C	965,000
24 C	1,565,000
25 C	1,580,000
26 C	1,595,000
27 C	1,610,000
28 C	1,625,000
29 C	1,630,000
30 C	1,645,000
3 D	435,000
4 D	440,000
5 D	445,000
21 D	1,115,000
22 D	1,510,000
23 D	1,525,000
24 D	1,135,000
25 D	1,145,000
26 D	1,155,000
27 D	1,165,000
28 D	1,175,000
29 D	1,185,000
30 D	1,195,000
3 E	465,000
4 E	470,000
5 E	475,000
6 E(T)	1,290,000
7 E	995,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2001

UNIT	REVISED OFFERING PRICE
8 E	1,000,000
9 E	1,005,000
10 E	1,010,000
11 E	1,015,000
12 E	1,025,000
14 E	1,035,000
15 E	1,095,000
16 E	1,055,000
17 E	1,065,000
18 E	1,075,000
19 E	1,085,000
20 E	1,145,000
21 E	585,000
22 E	1,115,000
23 E	1,125,000
24 E	590,000
25 E	595,000
26 E	600,000
27 E	605,000
28 E	610,000
29 E	640,000
30 E	645,000
3 F	915,000
4 F	925,000
5 F	935,000
6 F(T)	650,000
7 F	560,000
8 F	565,000
9 F	570,000
10 F	575,000
11 F	580,000
12 F	585,000
14 F	590,000
15 F	610,000
16 F	615,000
17 F	620,000
18 F	625,000
19 F	630,000
20 F	660,000
21 F	685,000
22 F	590,000
23 F	595,000
24 F	690,000
25 F	695,000
26 F	700,000
27 F	705,000
28 F	710,000
29 F	720,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2001

UNIT	REVISED OFFERING PRICE
30 F	730,000
3 G	460,000
4 G	465,000
5 G	470,000
6 G(T)	655,000
7 G	610,000
8 G	615,000
9 G	620,000
10 G	625,000
11 G	630,000
12 G	635,000
14 G	640,000
15 G	660,000
16 G	650,000
17 G	655,000
18 G	660,000
19 G	665,000
20 G	695,000
22 G	690,000
23 G	695,000
24 G	1,660,000
25 G	1,675,000
26 G	1,690,000
27 G	1,705,000
28 G	1,720,000
29 G(T)	1,695,000
30 G	1,405,000
3 H	995,000
4 H	1,005,000
5 H	1,015,000
22 H	1,365,000
23 H	1,375,000
3 I	575,000
4 I	585,000
5 I	595,000
3 J	1,120,000
4 J	1,220,000
5 J	1,280,000
6 J	1,680,000
7 J	1,695,000
8 J	1,710,000
9 J	1,725,000
10 J	1,740,000
11 J	1,755,000
12 J	1,770,000
14 J	1,785,000
15 J	1,800,000
16 J(T)	1,755,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2001

UNIT	REVISED OFFERING PRICE
17 J	1,520,000
18 J	1,535,000
19 J	1,550,000
20 J	1,565,000
3 K	775,000
4 K	825,000
5 K	855,000
6 K	870,000
7 K	875,000
8 K	880,000
9 K	885,000
10 K	890,000
11 K	895,000
12 K	900,000
14 K	905,000
15 K	910,000
3 L	995,000
4 L	1,095,000
5 L	1,155,000
6 L	1,175,000
7 L	1,185,000
8 L	1,195,000
9 L	1,205,000
10 L	1,215,000
11 L	1,225,000
12 L	1,235,000
14 L	1,245,000
15 L	1,255,000
16 L(T)	1,415,000
17 L	1,275,000
18 L	1,285,000
19 L	1,295,000
20 L	1,305,000
3 M	1,020,000
4 M	1,120,000
5 M	1,180,000
6 M	1,205,000
7 M	1,215,000
8 M	1,225,000
9 M	1,235,000
10 M	1,245,000
11 M	1,255,000
12 M	1,265,000
14 M	1,275,000
15 M	1,285,000
16 M(T)	1,515,000
17 M	1,305,000
18 M	1,315,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2001

UNIT	REVISED OFFERING PRICE
19 M	1,325,000
20 M	1,395,000
3 N	1,165,000
4 N	1,295,000
5 N	1,380,000
6 N	1,355,000
7 N	1,370,000
8 N	1,385,000
9 N	1,450,000
10 N	1,465,000
11 N	1,480,000
12 N	1,495,000
14 N	1,510,000
15 N	1,525,000
3 P	465,000
4 P	470,000
5 P	475,000
6 P	480,000
7 P	485,000
8 P	490,000
9 P	445,000
10 P	450,000
11 P	455,000
12 P	460,000
14 P	465,000
15 P	470,000
3 R	470,000
4 R	475,000
5 R	480,000
6 R	485,000
7 R	490,000
8 R	495,000
9 R(T)	685,000
10 R	590,000
11 R	595,000
12 R	600,000
14 R	605,000
15 R	610,000
3 S	455,000
4 S	460,000
5 S	465,000
6 S	475,000
7 S	480,000
8 S	485,000
3 T	625,000
4 T	630,000
5 T	635,000
6 T	640,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
April 5, 2001

UNIT	REVISED OFFERING PRICE
7 T	645,000
8 T	650,000
3 U	560,000
4 U	565,000
5 U	570,000
16 U	580,000
17 U	585,000
18 U	590,000
19 U	595,000
20 U	625,000
3 V	495,000
4 V	500,000
5 V	505,000
6 V	510,000
7 V	515,000
8 V	520,000
9 V	525,000
10 V	530,000
11 V	535,000
12 V	540,000
14 V	545,000
15 V	565,000
16 V	570,000
17 V	575,000
18 V	580,000
19 V	585,000
20 V	590,000
3 W	330,000
4 W	335,000
5 W	340,000

SIXTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR :	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Offering Plan**" or "**Plan**") as previously amended by First through Fifth Amendments, is hereby further amended by this Sixth Amendment, as follows:

A. CLARIFICATIONS TO CONDOMINIUM DECLARATION

In reviewing the proposed form of Declaration contained in the Plan, Sponsor determined that it was important to clarify the roof access provisions for purposes of protecting the roofs of the Building. Accordingly, Paragraph 5.1(f) of the Declaration will be modified prior to recording to read in its entirety as follows (all modifications to Paragraph 5.1(f) are bolded and underlined in the following paragraph for convenience in review):

> (f) Notwithstanding anything in this Declaration or in the By-laws to the contrary, a Unit Owner may gain access to any mechanical equipment rooms **or roofs** described as General or Residential Common Elements in this Declaration, only through clearance by the Board of Managers and under such supervision as the Board shall reasonably require. **In addition, the Board of Managers shall ensure that roof areas, other than those portions of roof areas covered by pavers and serving as terraces appurtenant to particular Residential Units, are not used for recreational or other public or group use by Unit Owners, Building residents or otherwise. Specifically, the Board shall require that the gravel roof areas on the 3rd, 6th, 9th, 16th, 21st, 29th, 31st, 47th (PH-1), 51st (mechanical equipment floor) and 52nd (Main Roof level) floors, (which floor designations correspond to those on *Schedule B and Schedule C* attached to this Declaration and thus assume no 2nd or13th floor designations), serve exclusively as roofs and for no other purpose. The foregoing shall not be deemed to circumscribe or limit roof access for emergency egress as required by law.**

In addition, Purchasers are advised that the proposed form of Schedule C to the Declaration included in the Offering Plan inadvertently contains an extra column entitled "Offering Price Percentage," which column will not be included in the recorded Declaration.

B. STORAGE UNITS

Certain Purchasers who did not elect to purchase a Storage Unit at the time they signed a Purchase Agreement subsequently notified Sponsor that they would like to purchase a Storage Unit and certain other Purchasers who purchased a Storage Unit under their original Purchase Agreement subsequently notified Sponsor that they would like to purchase an additional Storage Unit. Accordingly, Sponsor has created a form of Purchase Agreement for a Storage Unit (the "**Storage Unit Purchase Agreement**") to be entered into exclusively with Purchasers who have entered into a Purchase

Agreement for a Residential Unit and subsequently decide to purchase a Storage Unit or to purchase an additional Storage Unit. A copy of the form of Storage Unit Purchase Agreement is attached to this Amendment as ***Exhibit 1.***

Though the form of Storage Unit Purchase Agreement is substantially similar to the form of Purchase Agreement contained in the Plan (the **"Residential Unit Agreement"**), one key difference pertains to the Escrow Account for down payments. Specifically, down payments paid under the Storage Unit Purchase Agreement will not be placed in a CD Sub-Account regardless of when the Storage Unit Purchase Agreement is executed. All down payments under a Storage Unit Purchase Agreement will be placed in a Money Market Sub-Account, as more fully described in Part I, Section I of the Plan.

A Storage Unit Purchase Agreement must be entered into by Purchaser in the same name as the previously executed Residential Unit Agreement, and must close simultaneously with the Residential Unit Agreement.

C. DESIGN CHANGES; SCHEDULE A REVISIONS

The design of certain Residential Units has changed slightly from the design shown in the Plan, and as a consequence of this change, the square foot areas of the affected Units or appurtenant terraces have changed slightly from the square foot areas contained in the Plan. Specifically, with respect to the "H" Units on floors 3-5, the area of the Unit will be approximately 1,761 square feet rather than 1,733 square feet. In the "G" Unit on floor 6, while the area of the Unit itself has not changed, the terrace area will be approximately 116 square feet rather than 143 square feet. Revised floor plans for the "H" Unit on floors 3-5 and for the G Unit on the 6th floor, are attached to this Amendment as ***Exhibits 2 and 3*** respectively. No Purchase Agreements have yet been entered into for any of these Units.

The areas of the two Non-Residential Units also were affected by this design change. Specifically, the area of the Garage Unit, originally approximately 75,839 square feet, is now approximately 84,976 square feet and the Office Unit, which at grade was originally approximately 1,012 square feet, now has an area at grade of approximately 1,275 square feet. The below-grade storage area portion of the Office Unit has increased from 1,034 square feet to approximately 1,047 square feet. Purchase Agreements have not been entered into for the Garage Unit or the Office Unit.

As a consequence of these design changes, the Common Interest of all Units and the Residential Allocation Percentage of the Residential Units has changed slightly. A revised Schedule A incorporating the changes discussed above is attached to this Amendment as ***Exhibit 4,*** and a revised projected operating budget, showing the minor reallocation of costs among the different components of the Condominium based on the revised Common Interest allocations, is attached to this Amendment as ***Exhibit 5.***

D. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment and all prior amendments, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Date: March 28, 2001

Exhibit 1

STORAGE UNIT PURCHASE AGREEMENT

220 RIVERSIDE BOULEVARD
AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

AGREEMENT, dated _____, 200_, between HUDSON WATERFRONT COMPANY B, LLC, having an office at 175 Riverside Boulevard, New York, New York 10069 (hereinafter "**Sponsor**"), and_____, residing at/having an office at _____ _____ (hereinafter [, collectively,] "**Purchaser**").

Purchaser Information

Purchaser's Daytime
Telephone No.: _____
Purchaser's Evening Phone No.: _____
Purchaser's Fax No.: _____
Purchaser's Social Security No.: _____

Attorney Information

Name:_____
Address:_____
_____
_____
Telephone:_____
Fax:_____

STORAGE UNIT NO. _____

Common Interest_____%

PURCHASE PRICE $_____

STORAGE UNIT NO._____

Common Interest_____%

PURCHASE PRICE $_____

TOTAL PURCHASE PRICE $_____

DOWN PAYMENT (10% OF TOTAL PURCHASE PRICE) $_____

BALANCE DUE AT CLOSING $_____

PURCHASER AND SPONSOR ENTERED INTO A PURCHASE AGREEMENT FOR RESIDENTIAL UNIT NO. _____(THE "RESIDENTIAL UNIT") DATED _____, 200___(THE "RESIDENTIAL UNIT AGREEMENT") .

PURCHASER REPRESENTS THAT THE PURCHASER NAMED IN THIS STORAGE UNIT AGREEMENT IS IDENTICAL TO THE PURCHASER NAMED IN THE RESIDENTIAL UNIT AGREEMENT AND CONFIRMS THAT TITLE TO THE STORAGE UNIT(S) LISTED ABOVE WILL BE TAKEN IN THE SAME NAME AND MANNER AS TITLE TO THE RESIDENTIAL UNIT. PURCHASER ALSO CONFIRMS THAT THE PARTY DESIGNATED AS THE INTEREST RECIPIENT FOR THE RESIDENTIAL UNIT AGREEMENT IS ALSO THE INTEREST RECIPIENT FOR THIS AGREEMENT.

1. **Receipt of Documents.**

a. Purchaser represents that Purchaser received a copy of the Offering Plan for 220 Riverside Boulevard at Trump Place, 220 Riverside Boulevard, New York, New York 10069 (the "**Condominium**") and any and all filed amendments thereto (collectively, the "**Plan**" or "**Offering Plan**"), at least three (3) business days prior to signing this Agreement and has read said Offering Plan.

b. If Purchaser executed this Agreement without having the opportunity to review the Offering Plan for three (3) business days before signing, Purchaser shall have the right to rescind this Agreement and receive back the down payment listed above within seven (7) days after the execution of this Agreement, provided written notice of rescission is personally delivered to Sponsor or to The Marketing Directors, Inc. ("**Selling Agent**") by the end of the seventh calendar day after the execution of this Agreement by Purchaser or is mailed to Selling Agent at the Sales Office and postmarked within the seven (7) day period.

c. Purchaser understands that Purchaser and Sponsor are treating the entire content of the Plan and any filed amendments thereto as if it were included in this Agreement.

2. **Agreement to Purchase; Cross-Default to Residential Unit Agreement.**

a. Purchaser agrees to purchase from Sponsor, the Storage Unit(s) listed above together with its/their appurtenant undivided Common Interest (collectively, the "**Unit**"), for the Total Purchase Price shown above. Purchaser hereby is delivering to Selling Agent Purchaser's check drawn on a New York bank for the down payment amount shown above (the "**Down Payment**"), made payable to "RSPA&B, as Escrow Agent," and when Sponsor signs this Agreement Sponsor will be acknowledging receipt of Purchaser's check, subject to collection.

b. All sums paid on account of this Agreement and the reasonable expense of the examination of title to the Unit actually incurred by Purchaser, will become liens thereon, but such liens shall not continue after an uncured default by Purchaser under this Agreement.

c. Purchaser acknowledges and confirms that prior to the execution of this Agreement, Purchaser entered into a Purchase Agreement for the Residential Unit specified on the first page of this Agreement (the "**Residential Unit Agreement**") and that this Purchase Agreement must close simultaneously with the closing of the Residential Unit Agreement and that this Purchase Agreement may not close unless and until the Residential Unit Agreement is closed. Purchaser also acknowledges and agrees that a default under this Purchase Agreement shall be deemed a default under the Residential Unit Agreement and a default under the Residential Unit Agreement shall be deemed a default under this Agreement.

3. **Agreement to Be Bound by the Condominium Documents.**

a. Purchaser agrees to be bound by the Offering Plan, as same may be amended from time to time, and the Declaration together with the schedules attached thereto as same may be amended from time to time (the Declaration and schedules collectively, the "**Condominium Instruments**"), all of which are incorporated by reference and made a part of this Agreement with the same force and effect as if set forth in full herein.

b. Purchaser understands that one of the provisions of the Condominium Instruments to which Purchaser will be bound is that Purchaser may not sell or lease the Unit except in accordance with the provisions of the Condominium Instruments.

c. Purchaser understands and agrees that Purchaser may not retain Purchaser's own contractor to do work in or on the Unit until Purchaser owns the Unit, Purchaser may not enter the Unit until notified by Sponsor to inspect the Unit as set forth in ¶ 13 of this Agreement, and Purchaser may not permit Purchaser's architect or interior decorator to enter the Unit to do work therein before Purchaser owns the Unit. Purchaser also understands that once Purchaser owns the Unit, Purchaser may not make any alterations in the Unit unless and until Purchaser's proposed alteration plans have been reviewed and approved by the Board of Managers, in accordance with the procedures set out in the By-laws of the Condominium.

4. **Representations, Obligations and Rights.**

a. Sponsor represents that prior to the First Unit Closing Sponsor will record or cause to be recorded the Declaration and all exhibits thereto, which will be substantially in the form and substance of such documents contained in the Plan. Sponsor agrees that any changes to such documents will not substantially adversely affect Purchaser; if they will substantially adversely affect Purchaser, Purchaser will be given an opportunity to rescind this Agreement, pursuant to a filed amendment to the Plan.

b. In the event the Unit is substantially completed and a temporary or permanent certificate of occupancy covering the Unit is issued, Purchaser shall be obligated to close title to the Unit once Sponsor notifies Purchaser that Sponsor has declared the plan effective (as described in the Offering Plan), and recorded the Declaration. If Purchaser has inspected the Unit as described in ¶ 13 of this Agreement and has noted certain punch-list items which Sponsor has agreed to attend to, Purchaser shall still be obligated to close if there is a temporary or permanent certificate of occupancy covering the Unit. Unfinished items specified on an Inspection Statement the form of which is included in Part II of the Plan, will be completed by Sponsor within a reasonable period of time following the closing of title to the Unit, weather permitting, subject to force majeure delays and subject to Purchaser's provision of access to the Unit to Sponsor and/or Sponsor's contractors and/or agents, as set forth in the Inspection Statement.

c. Purchaser understands Sponsor reserves the right to make changes or substitutions of materials or construction for items in the Unit or in the Common Elements, from those set forth in the Plans and Specifications, as described in the Offering Plan.

5. **Closing of Title.**

a. Sponsor will notify Purchaser in writing at least 30 days in advance of closing to tell Purchaser the date, time and place of closing. Said date shall be referred to herein as the "**Original Scheduled Closing Date.**" Purchaser may close earlier than the Original Scheduled Closing Date at a date and time mutually agreeable to Sponsor and Purchaser, provided Purchaser also closes on the Residential Unit on that day as well. Sponsor's written notice to close will not state a date sooner than 10 days after an amendment to the Plan declaring the Plan effective has been accepted for filing by the Attorney General. Sponsor will be entitled, at no expense or liability to Sponsor, to reasonable adjournments in the closing of title in the event of delay because of weather conditions, strikes or materials shortages, delays in inspections and reports thereon, delays in processing of required documents by applicable governmental agencies, or due to any other reasons whatsoever.

b. If Purchaser is not ready to close title on the Original Scheduled Closing Date, any adjournment granted by Sponsor at Purchaser's request will be, at Sponsor's discretion, upon the conditions that (i) all adjustments shall be made as of the Original Scheduled Closing Date, and (ii) at closing, Purchaser shall pay Sponsor, by unendorsed personal certified check or bank check drawn on a bank that is a member of the New York Clearinghouse Association, an amount derived by (A) multiplying the Total Purchase Price for the Unit by 14%, (B) dividing that product by 365, and (C) multiplying the resulting amount by the number of days that the closing is delayed (beginning with the Original Scheduled Closing Date and ending with the actual closing date). The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the Original Scheduled Closing Date. However, the provisions shall apply to any postponements by Purchaser, of an agreed-upon adjourned closing date.

c. PURCHASER UNDERSTANDS THAT IF PURCHASER REQUESTS MORE THAN ONE ADJOURNMENT OF THE ORIGINAL SCHEDULED CLOSING DATE OR IF PURCHASER REQUESTS AN ADJOURNMENT OF THE ORIGINAL SCHEDULED CLOSING DATE IN EXCESS OF THIRTY (30) DAYS, SPONSOR SHALL HAVE THE RIGHT TO REQUIRE THAT AS A CONDITION OF THE ADJOURNMENT PURCHASER MUST DEPOSIT AN ADDITIONAL PAYMENT IN AN AMOUNT DETERMINED BY SPONSOR IN ITS SOLE DISCRETION, ON ACCOUNT OF THE PURCHASE PRICE, INTO ESCROW WITH THE ESCROW AGENT, WHICH ADDITIONAL PAYMENT, IF MADE, SHALL BE DEEMED PART OF THE DOWN PAYMENT. SPONSOR ALSO SHALL HAVE THE RIGHT UNILATERALLY TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OBLIGATION TO CLOSE ON ANY RESCHEDULED CLOSING DATE TO WHICH SPONSOR CONSENTS. A TIME OF THE ESSENCE OBLIGATION MEANS THAT IF PURCHASER FAILS TO CLOSE ON THE RESCHEDULED CLOSING DATE FOR ANY REASON WHATSOEVER, SPONSOR HAS THE RIGHT TO TERMINATE THIS PURCHASE AGREEMENT AND RETAIN PURCHASER'S DOWN PAYMENT TOGETHER WITH ANY INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE SPONSOR TO GRANT ANY ADJOURNMENT.

d. At the closing, Sponsor will deliver certificates and warranties, if any, delivered to Sponsor and transferable to Purchaser with respect to the Unit, and other warranties, if any, which Sponsor has undertaken to deliver under the Plan.

e. The existence of unpaid taxes of any kind at the time of title closing shall not constitute an objection to title, provided Sponsor shall deposit a sufficient amount with Purchaser's title company so that the title company is willing to insure against collection of unpaid taxes from the Unit. Sponsor and Purchaser agree that Sponsor will discharge any liens upon the Unit (or will deposit sufficient security with Purchaser's title company so that the title company is willing to omit the lien as an exception to Purchaser's title insurance coverage) prior to or simultaneously with the closing, and that Sponsor may pay and discharge any such liens upon the Unit (or secure Purchaser's title company as described above) , out of the monies to be paid by Purchaser at the time of closing.

f. If title to the Unit is to be conveyed by Sponsor to a corporation, a partnership, a limited liability company, a trust, an estate, an unincorporated association, an organization, a syndicate, a joint venture, a government (or any mission, department or agency thereof), or any other entity, Purchaser shall provide Sponsor with documents evidencing the formation of the entity purchasing the Unit, together with a resolution, consent or other indication of authority, authorizing (i) the purchase of the Unit, (ii) the execution of the documents required to be signed by Purchaser in connection with the conveyance of the Unit, and (iii) the use of Purchaser's funds to pay the purchase price and closing costs. Notwithstanding the foregoing, before any such conveyance to a government or any mission, department or agency thereof shall

be valid and effective, Purchaser shall enter into an agreement with the Board of Managers, on terms reasonably acceptable to the Board and its counsel, in which Purchaser (i) agrees to a specified arrangement for service of process, (ii) waives, with respect to the Unit Owner and any occupants of the Unit, any claim of sovereign immunity (and diplomatic and consular immunity, if applicable), with regard to any proceedings brought by the Board of Managers or the Residential Committee or Non-Residential Representative, as applicable, and (iii) permits execution and enforcement of any judgment obtained by the Board of Managers or any of its committees, all as more fully described in the By-laws.

6. **Delivery of Deed; Payment of Taxes and Fees.**

a. On the closing date Sponsor will deliver or cause to be delivered a deed in proper statutory form for recording known as a bargain and sale deed with covenant against grantor's acts which shall be duly executed and acknowledged by Sponsor as grantor and which Purchaser must sign as grantee. Purchaser shall receive a deed for the Unit as well as a deed for the Residential Unit. Each deed shall contain a description of the Unit being conveyed and shall be acceptable and/or approved so as to validly convey title under the Condominium Act.

b. When Purchaser is given a deed for the Unit, Purchaser will give Sponsor, or anyone Sponsor designates, Purchaser's unendorsed personal certified check or official bank check, for the Balance Due at Closing as shown above, drawn on a New York bank to the order of Sponsor, or to any other person(s) or entity(ies) Sponsor directs.

c. Purchaser shall pay the New York State Real Estate Transfer Tax (i.e., the deed documentary stamps), and the New York City Real Property Transfer Tax and any and all administrative filing fees imposed by New York City or New York State in connection with filing the tax returns for such Transfer Taxes due upon conveyance of each deed, all as fully described in the Plan. In addition, Purchaser shall pay the "Mansion Tax" if the aggregate Purchase Prices for the Residential Unit and the Storage Unit(s), plus the aggregate New York State Real Estate Transfer Tax and New York City Real Property Transfer Tax on the Residential Unit and the Storage Unit(s), is $1,000,000 or more, also as fully described in the Plan. Purchaser shall also pay any other transfer taxes imposed by statute on purchasers of real property, and all recording fees in connection with this transaction, including but not limited to any fees necessary to record releases or satisfactions of liens affecting the Unit which Sponsor is obligated to discharge at or prior to closing.

d. Purchaser agrees to accept a good and insurable title free and clear of all liens and encumbrances, except the Permitted Encumbrances described in the Offering Plan, as Commonwealth Land Title Insurance Company will approve and insure for mortgage and/or fee title insurance. Fee title insurance, if ordered by Purchaser, shall be purchased at Purchaser's own cost and expense. If Purchaser elects to obtain title insurance through an abstract company (regardless of the title company through which the abstract company is insuring), or through a title company other than Commonwealth Land Title Insurance Company or First American Title Insurance Company of New York, Purchaser shall be obligated to pay Sponsor's counsel at closing an additional legal fee in the amount of $350 for the cost of clearing title to the Unit with such abstract company or other title company. When Sponsor gives Purchaser the deed to Purchaser's Unit, Purchaser will deliver the deed to the title company's title closer or to Purchaser's attorney (if Purchaser does not obtain title insurance), so that the deed can be recorded in the Office of the City Register. Simultaneously with delivery of the deed, Purchaser must execute the power of attorney to the Board of Managers substantially in the form contained in the Plan, allowing the Board to take certain actions on Purchaser's behalf. The power of attorney must be recorded in the Office of the City Register as well.

e. At the closing hereunder, Purchaser shall pay Purchaser's Working Capital Fund contribution to the Condominium, in accordance with the terms of the Plan.

7. **Liability to Convey Title.**

a. Purchaser agrees that Sponsor may cancel this Agreement by forwarding Sponsor's check in the full amount paid by Purchaser together with interest earned thereon, if any, and together with a written termination notice, in the event that (i) any governmental bureau, department or subdivision thereof imposes restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of storage bins and such restrictions prevent Sponsor from obtaining such materials from Sponsor's regular suppliers or from using them in the construction and/or completion of the Unit, or (ii) Sponsor is unable to obtain materials from Sponsor's usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, or the installation of public utilities is restricted or curtailed.

b. In the event Sponsor is unable to convey title to the Unit on or before thirty-six months after Purchaser has signed this Agreement except for force majeure delays and other delays due to circumstances and conditions beyond Sponsor's control, in which case the period shall be extended to forty-eight months, unless Purchaser defaults, Purchaser shall have the right to cancel this Agreement and to have the Down Payment made by Purchaser returned with interest, if any is earned thereon, and payable to Purchaser hereunder or under the Plan. Sponsor shall have a right to abandon the Plan, as described therein. If Sponsor exercises this right, Sponsor shall immediately return all payments made by Purchaser with interest, if any is earned thereon, and payable to Purchaser hereunder or under the Plan, and thereupon, Sponsor and Purchaser shall have no further rights or obligations with respect to each other generally or under this Agreement, specifically.

c. Sponsor's liability under this Agreement for failure to complete and/or deliver title for any reason, other than Sponsor's willful default, shall be limited to the return of Purchaser's money paid hereunder, together with interest earned thereon, if any. Upon the return of Purchaser's money, together with interest earned thereon, if any, this Agreement shall be null and void and Purchaser and Sponsor will be released from any and all liability to each other. In any event, Sponsor shall not be required to bring any action or proceeding or otherwise incur any expense to render title to the Unit marketable or to cure any objection to title, except as may be set forth in the Plan.

d. If Sponsor or Purchaser delays or adjourns the closing, Sponsor shall in no event be liable for the costs, if any, Purchaser incurs as a result of the delay or adjournment, or for any other damages whatsoever.

8. **Closing Apportionments.** When Sponsor gives Purchaser the deed to the Unit, Sponsor and Purchaser will apportion between themselves the real estate taxes and Common Charges for the Unit so that Sponsor pays those real estate taxes and Common Charges attributable to any time period prior to the midnight before Sponsor gives Purchaser the deed and Purchaser will pay the rest. The foregoing is subject to the Board's right to delay imposition of Common Charges for a period of time, as set forth in the By-laws.

9. **Down Payment To Be Held in Trust.**

a. All Down Payment monies and other monies received from Purchaser by Sponsor, Selling Agent or through Sponsor's agents or employees on account of the Purchase Price, will be delivered by Sponsor or its Selling Agent to Robinson Silverman Pearce Aronsohn & Berman LLP (**"Escrow Agent"**). Escrow Agent will deposit all such funds received from Purchaser in Purchaser's name in an interest-bearing

sub-account of a master attorney trust account entitled "220 Riverside Boulevard Attorney Trust Account" (the "**Escrow Account**"), at HSBC Bank USA ("**HSBC**"), 666 Fifth Avenue, New York, New York (or at any other lending institution in which said law firm elects to maintain its escrow funds). ***Before Escrow Agent can deposit the funds in the sub-account, however, Escrow Agent must receive an original completed Form W-9 (or Form W-8, if applicable) executed by Purchaser (or, if Purchaser comprises more than one party, executed by one of the parties comprising Purchaser who has been designated in writing by all parties comprising Purchaser to serve as the recipient of interest earned on the Down Payment).***

b. The Down Payment funds will be held in escrow until the earlier of (i) Purchaser's closing under this Purchase Agreement (in which event they will be paid to Sponsor or anyone Sponsor directs), (ii) Purchaser's permitted rescission of this Purchase Agreement (in which event they will be paid to Purchaser), (iii) Sponsor's termination of this Purchase Agreement following Purchaser's continuing default under this Purchase Agreement after delivery to Purchaser by Sponsor of a notice of default and expiration of the applicable cure period in accordance with the Plan and this Purchase Agreement (in which event they will be paid to Sponsor), (iv) otherwise directed in a writing signed by Sponsor and Purchaser directing disposition of the funds, (v) otherwise directed by a determination of the Attorney General directing the disposition of such funds pursuant to the dispute resolution procedures contained in the Attorney General's regulations, (vi) otherwise directed by a judgment or order of a court of competent jurisdiction directing the disposition of such funds, (vii) Escrow Agent is changed in connection with a transfer of funds to a new escrow agent, or (viii) Sponsor's abandonment of the Plan (in which event they will be paid to Purchaser), all in accordance with the provisions contained in Part I, Section I of the Plan entitled "Procedure to Purchase."

c. Any interest earned on the Down Payment will be paid to Purchaser at or following closing. Upon Purchaser's permitted rescission or upon termination of this Purchase Agreement, interest earned on the Down Payment shall be paid as Sponsor and/or Sponsor and Purchaser, as applicable, direct. Upon Sponsor's abandonment of the Plan, interest shall be returned to Purchaser with the Down Payment. If the Down Payment funds are paid to Sponsor as liquidated damages, interest earned thereon will be paid to Sponsor as part of the liquidated damages payment. The monies held by Robinson Silverman Pearce Aronsohn & Berman LLP, Escrow Agent will be held and disbursed in accordance with the provisions of General Business Law Sections 352(h) and 352-e(2-b), as more fully described in the Plan. The signature of a partner at Robinson Silverman Pearce Aronsohn & Berman LLP will be necessary to release funds from the Escrow Account.

10. **Sponsor's Rights If Purchaser Fails to Keep Promises and Agreements.**

a. If Purchaser fails to pay the Balance Due at Closing on the Original Scheduled Closing Date or any permitted adjournment thereof, or if when Sponsor tenders Purchaser the deed to the Unit, Purchaser does not then sign any of the documents referred to in the Plan which Purchaser is required to sign, or if Purchaser violates, repudiates or fails to perform any of the terms of this Agreement or fails to keep any other promise contained in this Agreement or in the Residential Unit Agreement, Purchaser shall be in default hereunder, and Sponsor shall be entitled to terminate this Agreement or at Sponsor's discretion, to bring legal action against Purchaser to specifically perform this Agreement.

b. Before Sponsor may terminate this Agreement and keep Purchaser's Down Payment, Sponsor must first send Purchaser a notice by registered or certified mail, return receipt requested, stating that Sponsor intends to cancel this Agreement, specifying the reasons Purchaser is in default, and granting Purchaser a period of at least ten (10) business days to cure said default(s). SPONSOR RESERVES THE

RIGHT TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OPPORTUNITY TO CURE PURCHASER'S DEFAULT WITHIN THE SPECIFIED CURE PERIOD. AFTER THE SPECIFIED CURE PERIOD EXPIRES, IF PURCHASER'S DEFAULT REMAINS UNCURED, SPONSOR MAY TERMINATE THIS AGREEMENT, RETAIN PURCHASER'S DOWN PAYMENT TOGETHER WITH ANY INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES, AND SELL THE UNIT TO ANOTHER PURCHASER AS IF THIS AGREEMENT HAD NEVER BEEN MADE. Once this Purchase Agreement is terminated and the Down Payment is retained by Sponsor as liquidated damages, neither Sponsor nor Purchaser will have any further obligations to each other generally or under this Agreement specifically.

11. **Agreement Subject to Sponsor Declaring the Plan Effective.** This Agreement is contingent upon Sponsor declaring the Plan effective. Sponsor has the right to abandon the Plan at any time before Sponsor declares the Plan effective or before Sponsor has received and accepted Purchase Agreements for 80% of the Residential Units offered under the Plan. If the Plan is abandoned for any reason, Purchaser will, within ten (10) business days thereafter, receive a refund in full of Purchaser's Down Payment and the interest earned thereon, if Purchaser is entitled to the interest hereunder or under the Plan. After Purchaser receives such refund, neither Sponsor nor Purchaser will have any claim against the other and neither party will have any further obligation under this Agreement.

12. **Notices.** Any notice (including a letter, request, consent or other communication) which either party wants to give to the other concerning items relating to the purchase and closing of title to the Unit, must be in writing and must be sent by registered or certified mail, return receipt requested, to the respective addresses shown on page one of this Agreement. Purchaser will send a copy of any notice Purchaser gives Sponsor to Sponsor's Offering Plan Attorneys, Robinson Silverman Pearce Aronsohn & Berman LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn.: Erica R. Forman, Esq. Sponsor and Purchaser can specify a different address for themselves by giving notice of it to the other. A notice shall be considered given five (5) days after the date it is mailed, except that a notice of an address change shall be considered given when it is received. Any notice sent by Sponsor's Offering Plan Attorneys on Sponsor's behalf to Purchaser or to Purchaser's attorney set forth on the first page of this Agreement (or to any other attorney purporting to represent Purchaser), shall be deemed notice by Sponsor, should notice need be given by Sponsor pursuant to this Agreement. If Purchaser's name, address or phone number changes, or if Purchaser's attorney's name, address or phone number changes from that set forth on the first page of this Agreement, Purchaser shall provide Sponsor with the pertinent new name, address and/or phone number immediately.

13. **Inspection and Acceptance of the Unit.**

a. Purchaser's signing of this Agreement shall constitute Purchaser's agreement to accept the Unit in the condition it is in on the closing date, subject to the conditions set forth herein and on the Punchlist (defined below) attached to the Inspection Statement (the form of which is found in Part II of the Plan), which Purchaser will have the right to complete with Sponsor's representative's approval prior to closing pursuant to this Agreement (the "**Inspection Statement**").

b. Purchaser agrees to accept the deed to the Unit without any abatement of the Total Purchase Price or provision for escrow, notwithstanding incomplete construction of (i) minor details in the Unit or the Building, or (ii) other Units, or (iii) the Common Elements or Limited Common Elements of the Building customarily left incomplete until after occupancy of the Unit or full occupancy of the Building, as applicable.

c. At least ten (10) days before closing, Sponsor will advise Purchaser of a date and time prior to closing when Purchaser may inspect the Unit. Purchaser shall attend such inspection with one of Sponsor's representatives, and shall, together with Sponsor's representative, complete, date and sign the Inspection Statement at the conclusion of the inspection. If, however, during the inspection Purchaser notes certain incomplete items that Sponsor, through its inspection representative, agrees to complete, repair or replace, these items shall be itemized on a list attached to the Inspection Statement which list must be signed and dated by both Sponsor's representative and Purchaser to be binding on Sponsor (the **"Punchlist"**). Sponsor will make reasonable efforts to have these items attended to within a reasonable time period following closing, provided Purchaser permits Sponsor access to do so, as set forth in the Inspection Statement.

d. PURCHASER AGREES THAT NO DISCUSSION OF INCOMPLETE ITEMS IS TO TAKE PLACE AT THE CLOSING ITSELF. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PURCHASER MAY NOT INSPECT THE UNIT UNTIL SPONSOR HAS NOTIFIED PURCHASER THAT THE UNIT IS READY FOR INSPECTION.

e. Purchaser's failure to attend the inspection appointment within the 10-day period set forth above, or to sign and deliver the completed Inspection Statement and/or Punchlist, shall not excuse Purchaser from paying the Balance Due at Closing and shall constitute Purchaser's full and unconditional acceptance of the Unit in its "as-is" condition.

f. Sponsor's agreement to complete items on the Inspection Statement Punchlist shall obligate Sponsor to perform Sponsor's work in accordance with the standards for Sponsor's work set forth therefor in the Plan. Purchaser's execution of the Inspection Statement shall obligate Purchaser to provide access to Sponsor and/or its contractors and agents, to perform the work specified therein. Purchaser's failure to permit Sponsor (or Sponsor's contractors, agents or employees) access to the Unit to complete Punchlist items, shall constitute Purchaser's waiver of completion of the Punchlist items.

g. Following Purchaser's closing, when Purchaser makes arrangements to move into the Building, PURCHASER AGREES TO FOLLOW THE MOVE-IN PROCEDURES ESTABLISHED BY SPONSOR AND/OR THE BOARD OF MANAGERS, WHICH MOVE-IN PROCEDURES WILL BE EXPLAINED AND DELIVERED TO PURCHASER AT THE TIME PURCHASER CLOSES TITLE TO PURCHASER'S UNIT. The provisions of this subparagraph (g) shall survive the closing hereunder.

14. **Conditions for Binding Agreement.**

a. This Agreement shall not be binding until Purchaser has been approved as a purchaser as set forth in the Plan, such approval to be indicated by execution of this Agreement by Sponsor and delivery of a fully executed counterpart of this Agreement to Purchaser.

b. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage on the Property made before or after this Agreement is signed and any payments or expenses already made or incurred or which may later be made or incurred, to their full extent without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the schedule of payments or accelerated by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments, if any. Sponsor shall satisfy all such mortgages or obtain a release of the Unit from the lien of such mortgages at or prior to the closing date.

15. **Definitions.** The term "Purchaser" shall be read as "Purchasers" if more than one person is a purchaser, in which case Purchaser's obligations shall be considered joint and several. All capitalized terms used in this Agreement and not otherwise defined in this Agreement, shall have the same meanings as they do in the Plan.

16. **Broker.** Purchaser represents that Purchaser did not rely upon, use or negotiate with any broker other than THE MARKETING DIRECTORS, INC. [or_____] ([collectively,][1] the "**Broker**")] in connection with this transaction. Purchaser agrees to indemnify Sponsor and hold Sponsor harmless from and against any costs, claims or expenses Sponsor may incur, including but not limited to attorneys' fees, arising out of or in any way connected with, Purchaser's breach of the foregoing representation. The provisions of this ¶ 16 shall survive the closing hereunder or any earlier termination of this Agreement.

17. **Jury Waiver.** Purchaser waives Purchaser's right to trial by jury in any action, proceeding or counterclaim in any way connected with this Agreement or the Plan.

18. **Survival of Sponsor's Obligations; Rights of Sponsor.** Sponsor will have no obligations under this Agreement or the Plan after Sponsor gives Purchaser the deed to the Unit, unless this Agreement or the Plan specifically gives Sponsor an obligation after that time. However, all representations required by Article 23-A of the General Business Law to survive delivery of the deed shall survive delivery of the deed.

19. **Captions.** The captions in this Agreement are for convenience only and are not part of the meaning of this Agreement.

20. **No Representations.** Purchaser has not relied on any statements made by Sponsor, or any other person, except those which are contained in this Agreement or in the Plan. Purchaser agrees that Sponsor will have no liability to Purchaser if there is a minor error or inaccuracy in the layout or dimensions of the Unit, or of the Common Elements of the Condominium as shown on the floor plans available for review at the office of the Sponsor or at the Condominium, so long as the layout and dimensions conform substantially to the floor plans which Purchaser has been given the opportunity to examine.

21. **Entire Agreement; Binding Nature of Agreement.** Purchaser understands that this Agreement and the Plan constitute the entire agreement between the parties and contain the only representations made to Purchaser. Purchaser has not relied on any other representations, statements or warranties, and acknowledges that no one has authority to make any representation or warranty not set forth in the Plan. Purchaser had full opportunity to examine all documents and investigate all facts referred to in the Plan and will not bind Sponsor to any oral representations and/or agreements. Further, Purchaser understands that this Agreement is binding upon Purchaser and Purchaser's heirs, executors, administrators and/or assigns. In no event will this Agreement be amended to abrogate Sponsor's responsibilities or Purchaser's rights under Article 23-A of the General Business Law.

22. **No Recording, Assignment or Advertisement; No Lis Pendens.** Purchaser agrees not to record this Agreement. Purchaser also agrees not to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease prior to closing hereunder. Purchaser further agrees not to assign this Agreement or Purchaser's rights hereunder, without Sponsor's prior written consent, which consent may

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[1] To be deleted if there is no broker other than The Marketing Directors, Inc.

be withheld for any reason or no reason. Any purported assignment in violation of the foregoing shall be void and of no force and effect, and shall be a default under this Agreement. In the event of Sponsor's default hereunder Purchaser hereby waives Purchaser's right to file a lis pendens against the Unit. Violation by Purchaser of any of Purchaser's agreements in this Paragraph shall be a default under this Agreement.

23. **Conflicts with the Plan.** Conflicts between any provisions of this Agreement and the Plan shall be resolved in favor of the Plan.

_____
Purchaser

_____
Purchaser

ACCEPTED: HUDSON WATERFRONT COMPANY B, LLC
By: Hudson Waterfront Associates II, L.P.
By: Hudson Waterfront II, Corporation, General Partner

By:_____
Name: Paul VanDien Davis
Title: Vice President

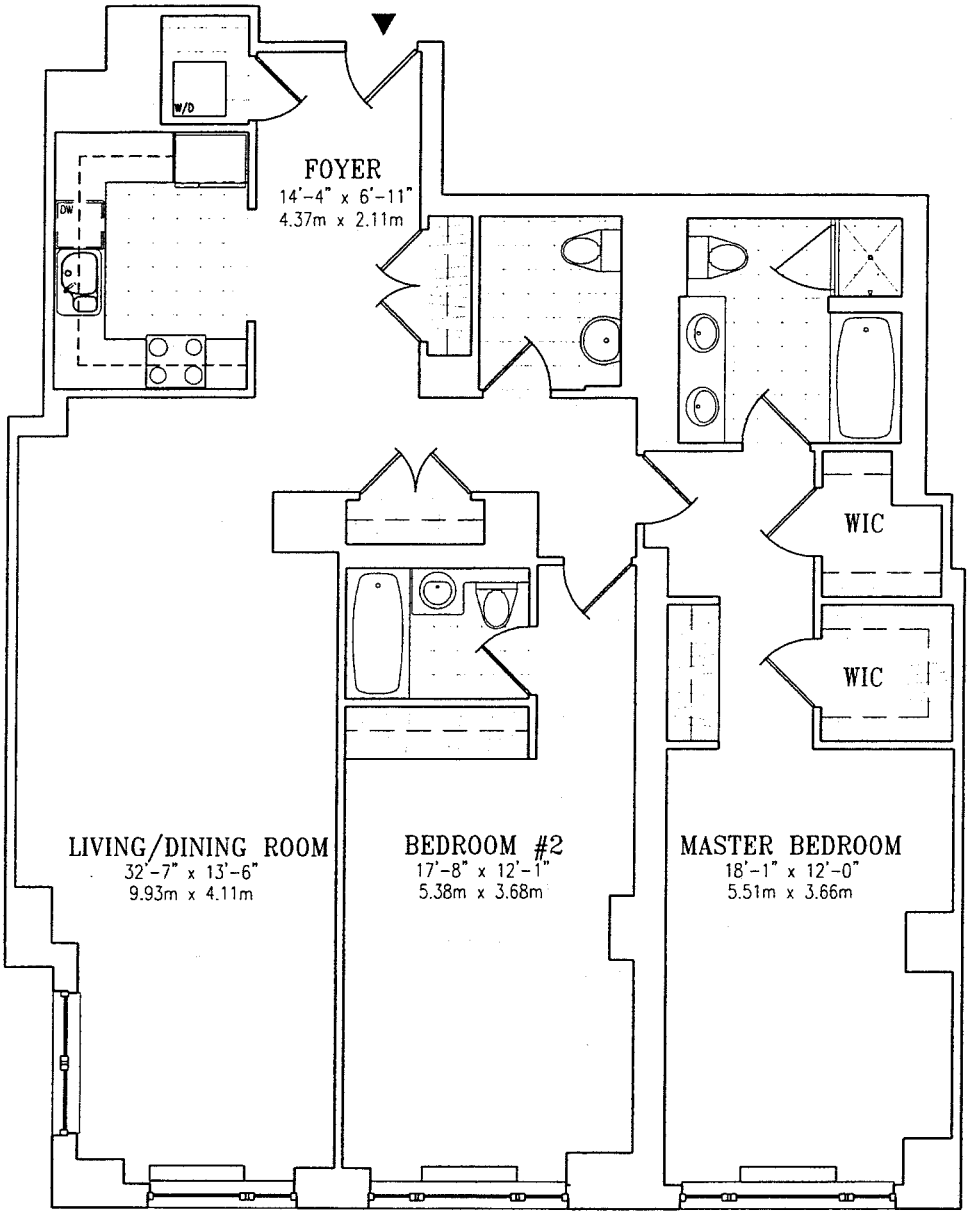
Date:_____, 200_

RESIDENCE H

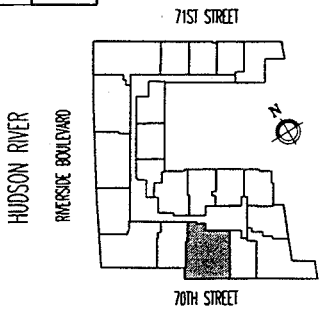
2 BEDROOM
2 1/2 BATHS

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

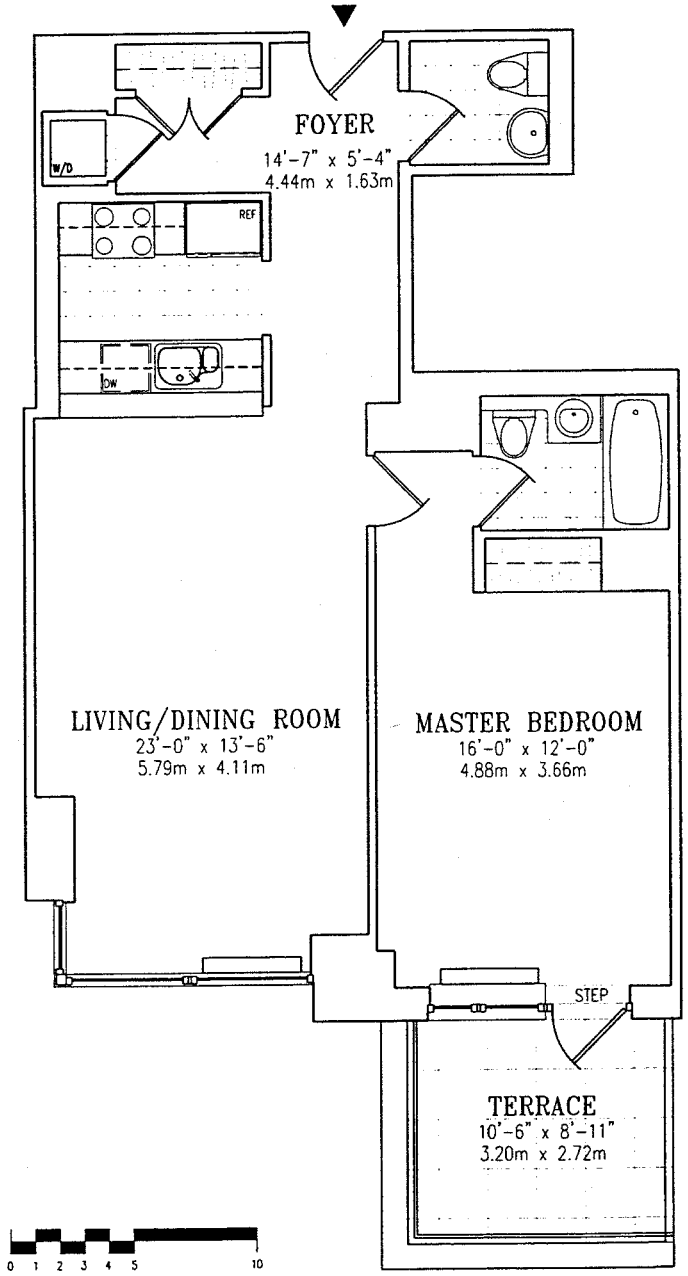
2001-02-22 251

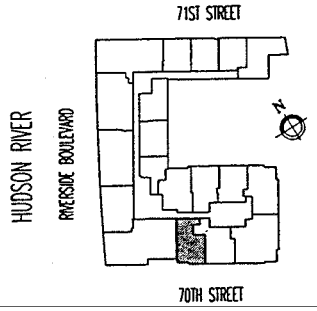
RESIDENCE G

1 BEDROOM
1 1/2 BATH
TERRACE

FLOOR: 6TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

2001-02-22 251

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
1 A	2+ / 2	1,534	775,000	0.2385%	0.2757%	11,074	923	248	21	12,436	1,036	11,322	943	23,510	1,959
3 A	1 / 1.5	979	535,000	0.1522%	0.1759%	7,067	589	171	14	8,585	715	7,238	603	15,652	1,304
4 A	1 / 1.5	979	540,000	0.1522%	0.1759%	7,067	589	173	14	8,665	722	7,240	603	15,732	1,311
5 A	1 / 1.5	979	545,000	0.1522%	0.1759%	7,067	589	174	15	8,745	729	7,241	603	15,812	1,318
6 A	1 / 1.5	979	550,000	0.1522%	0.1759%	7,067	589	176	15	8,825	735	7,243	604	15,892	1,324
7 A	1 / 1.5	979	555,000	0.1522%	0.1759%	7,067	589	178	15	8,906	742	7,245	604	15,973	1,331
8 A	1 / 1.5	979	560,000	0.1522%	0.1759%	7,067	589	179	15	8,986	749	7,246	604	16,053	1,338
9 A	1 / 1.5	979	565,000	0.1522%	0.1759%	7,067	589	181	15	9,066	756	7,248	604	16,133	1,344
10 A	1 / 1.5	979	570,000	0.1522%	0.1759%	7,067	589	182	15	9,146	762	7,249	604	16,213	1,351
11 A	1 / 1.5	979	575,000	0.1522%	0.1759%	7,067	589	184	15	9,227	769	7,251	604	16,293	1,358
12 A	1 / 1.5	979	580,000	0.1522%	0.1759%	7,067	589	186	15	9,307	776	7,253	604	16,374	1,364
14 A	1 / 1.5	979	585,000	0.1522%	0.1759%	7,067	589	187	16	9,387	782	7,254	605	16,454	1,371
15 A	1 / 1.5	979	605,000	0.1522%	0.1759%	7,067	589	194	16	9,708	809	7,261	605	16,775	1,398
16 A	1 / 1.5	979	595,000	0.1522%	0.1759%	7,067	589	190	16	9,548	796	7,257	605	16,614	1,385
17 A	1 / 1.5	979	600,000	0.1522%	0.1759%	7,067	589	192	16	9,628	802	7,259	605	16,695	1,391
18 A	1 / 1.5	979	605,000	0.1522%	0.1759%	7,067	589	194	16	9,708	809	7,261	605	16,775	1,398
19 A	1 / 1.5	979	610,000	0.1522%	0.1759%	7,067	589	195	16	9,788	816	7,262	605	16,855	1,405
20 A	1 / 1.5	979	615,000	0.1522%	0.1759%	7,067	589	197	16	9,868	822	7,264	605	16,935	1,411
21 A(T)	1+ / 1.5	1,177 (481)	1,145,000	0.2017%	0.2332%	9,365	780	367	31	18,373	1,531	9,732	811	27,738	2,312
22 A	1+ / 1.5	1,106	975,000	0.1720%	0.1988%	7,986	666	312	26	15,645	1,304	8,298	692	23,631	1,969
23 A	1+ / 1.5	1,177	995,000	0.1830%	0.2115%	8,497	708	319	27	15,966	1,331	8,815	735	24,463	2,039
24 A	3+ / 3	1,859	1,570,000	0.2891%	0.3342%	13,423	1,119	503	42	25,193	2,099	13,926	1,160	38,616	3,218
25 A	3+ / 3	1,859	1,585,000	0.2891%	0.3342%	13,423	1,119	507	42	25,433	2,119	13,931	1,161	38,857	3,238
26 A	3+ / 3	1,872	1,600,000	0.2911%	0.3365%	13,516	1,126	512	43	25,674	2,140	14,028	1,169	39,190	3,266
27 A	3+ / 3	1,872	1,615,000	0.2911%	0.3365%	13,516	1,126	517	43	25,915	2,160	14,033	1,169	39,431	3,286
28 A	3+ / 3	1,872	1,630,000	0.2911%	0.3365%	13,516	1,126	522	43	26,155	2,180	14,038	1,170	39,672	3,306
29 A(T)	2+ / 2	1,367 (412)	1,695,000	0.2286%	0.2643%	10,614	885	543	45	27,198	2,267	11,157	930	37,813	3,151
30 A	2+ / 2	1,367	1,405,000	0.2126%	0.2458%	9,871	823	450	37	22,545	1,879	10,321	860	32,416	2,701
31 A(T)	3+ / 3	1,898 (468)	2,105,000	0.3133%	0.3622%	14,547	1,212	674	56	33,777	2,815	15,221	1,268	48,324	4,027
32 A	3+ / 3	1,898	1,870,000	0.2951%	0.3411%	13,702	1,142	599	50	30,007	2,501	14,301	1,192	43,708	3,642
33 A	3+ / 3	1,898	1,885,000	0.2951%	0.3411%	13,702	1,142	604	50	30,247	2,521	14,305	1,192	43,949	3,662
34 A	3+ / 3	1,898	1,900,000	0.2951%	0.3411%	13,702	1,142	608	51	30,488	2,541	14,310	1,193	44,190	3,682
35 A	3+ / 3	1,898	1,915,000	0.2951%	0.3411%	13,702	1,142	613	51	30,729	2,561	14,315	1,193	44,430	3,703
36 A	3+ / 3	1,898	1,930,000	0.2951%	0.3411%	13,702	1,142	618	51	30,969	2,581	14,320	1,193	44,671	3,723
37 A	3+ / 3	1,898	1,945,000	0.2951%	0.3411%	13,702	1,142	623	52	31,210	2,601	14,325	1,194	44,912	3,743
38 A	3+ / 3	1,898	2,160,000	0.2951%	0.3411%	13,702	1,142	692	58	34,660	2,888	14,393	1,199	48,362	4,030
39 A	3+ / 3	1,898	2,175,000	0.2951%	0.3411%	13,702	1,142	696	58	34,901	2,908	14,398	1,200	48,602	4,050
40 A	3+ / 3	1,898	2,190,000	0.2951%	0.3411%	13,702	1,142	701	58	35,141	2,928	14,403	1,200	48,843	4,070
41 A	3+ / 3	1,898	2,205,000	0.2951%	0.3411%	13,702	1,142	706	59	35,382	2,949	14,408	1,201	49,084	4,090

(T) = Terrace

Exhibit 4

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
42 A	3+ / 3	1,898	2,220,000	0.2951%	0.3411%	13,702	1,142	711	59	35,623	2,969	14,413	1,201	49,325	4,110
43 A	3+ / 3	1,898	2,235,000	0.2951%	0.3411%	13,702	1,142	716	60	35,863	2,989	14,417	1,201	49,565	4,130
44 A	3+ / 3	1,898	2,250,000	0.2951%	0.3411%	13,702	1,142	720	60	36,104	3,009	14,422	1,202	49,806	4,150
45 A	3+ / 3	1,898	2,265,000	0.2951%	0.3411%	13,702	1,142	725	60	36,345	3,029	14,427	1,202	50,047	4,171
46 A	3+ / 3	1,898	2,280,000	0.2951%	0.3411%	13,702	1,142	730	61	36,585	3,049	14,432	1,203	50,287	4,191
PH1 A	4+ / 4.5	2,868	3,505,000	0.4460%	0.5156%	20,708	1,726	1,122	94	56,242	4,687	21,830	1,819	76,950	6,413
PH2 A	4+ / 4.5	2,868	3,605,000	0.4460%	0.5156%	20,708	1,726	1,154	96	57,847	4,821	21,862	1,822	78,555	6,546
PH3 A	4+ / 4.5	2,868	3,705,000	0.4460%	0.5156%	20,708	1,726	1,186	99	59,451	4,954	21,895	1,825	80,160	6,680
PH4 A	4+ / 4.5	2,868	3,905,000	0.4460%	0.5156%	20,708	1,726	1,250	104	62,661	5,222	21,959	1,830	83,369	6,947
3 B	1 / 1	880	485,000	0.1368%	0.1581%	6,352	529	155	13	7,782	649	6,507	542	14,134	1,178
4 B	1 / 1	880	490,000	0.1368%	0.1581%	6,352	529	157	13	7,863	655	6,509	542	14,214	1,185
5 B	1 / 1	880	495,000	0.1368%	0.1581%	6,352	529	158	13	7,943	662	6,510	543	14,295	1,191
6 B	1 / 1	880	500,000	0.1368%	0.1581%	6,352	529	160	13	8,023	669	6,512	543	14,375	1,198
7 B	1 / 1	880	505,000	0.1368%	0.1581%	6,352	529	162	13	8,103	675	6,513	543	14,455	1,205
8 B	1 / 1	880	510,000	0.1368%	0.1581%	6,352	529	163	14	8,184	682	6,515	543	14,535	1,211
9 B	1 / 1	880	515,000	0.1368%	0.1581%	6,352	529	165	14	8,264	689	6,517	543	14,616	1,218
10 B	1 / 1	880	520,000	0.1368%	0.1581%	6,352	529	166	14	8,344	695	6,518	543	14,696	1,225
11 B	1 / 1	880	525,000	0.1368%	0.1581%	6,352	529	168	14	8,424	702	6,520	543	14,776	1,231
12 B	1 / 1	880	530,000	0.1368%	0.1581%	6,352	529	170	14	8,505	709	6,521	543	14,856	1,238
14 B	1 / 1	880	535,000	0.1368%	0.1581%	6,352	529	171	14	8,585	715	6,523	544	14,937	1,245
15 B	1 / 1	880	555,000	0.1368%	0.1581%	6,352	529	178	15	8,906	742	6,529	544	15,257	1,271
16 B	1 / 1	880	545,000	0.1368%	0.1581%	6,352	529	174	15	8,745	729	6,526	544	15,097	1,258
17 B	1 / 1	880	550,000	0.1368%	0.1581%	6,352	529	176	15	8,825	735	6,528	544	15,177	1,265
18 B	1 / 1	880	555,000	0.1368%	0.1581%	6,352	529	178	15	8,906	742	6,529	544	15,257	1,271
19 B	1 / 1	880	560,000	0.1368%	0.1581%	6,352	529	179	15	8,986	749	6,531	544	15,338	1,278
20 B	1 / 1	880	565,000	0.1368%	0.1581%	6,352	529	181	15	9,066	756	6,533	544	15,418	1,285
21 B(T)	3+ / 3	2,025 (630)	2,055,000	0.3394%	0.3923%	15,759	1,313	658	55	32,975	2,748	16,417	1,368	48,734	4,061
22 B	0 / 1	671	445,000	0.1043%	0.1206%	4,843	404	142	12	7,141	595	4,985	415	11,983	999
23 B	0 / 1	671	455,000	0.1043%	0.1206%	4,843	404	146	12	7,301	608	4,988	416	12,144	1,012
24 B	2 / 2	1,444	950,000	0.2245%	0.2595%	10,424	869	304	25	15,244	1,270	10,728	894	25,668	2,139
25 B	2 / 2	1,444	960,000	0.2245%	0.2595%	10,424	869	307	26	15,404	1,284	10,731	894	25,828	2,152
26 B	2 / 2	1,431	970,000	0.2225%	0.2572%	10,331	861	311	26	15,565	1,297	10,641	887	25,896	2,158
27 B	2 / 2	1,431	980,000	0.2225%	0.2572%	10,331	861	314	26	15,725	1,310	10,645	887	26,056	2,171
28 B	2 / 2	1,431	990,000	0.2225%	0.2572%	10,331	861	317	26	15,886	1,324	10,648	887	26,217	2,185
29 B	2 / 2	1,451	1,045,000	0.2256%	0.2608%	10,475	873	335	28	16,768	1,397	10,809	901	27,243	2,270
30 B	2 / 2	1,451	1,055,000	0.2256%	0.2608%	10,475	873	338	28	16,929	1,411	10,813	901	27,404	2,284
31 B	2+ / 2	1,429	1,255,000	0.2222%	0.2569%	10,317	860	402	33	20,138	1,678	10,719	893	30,455	2,538
32 B	2+ / 2	1,429	1,265,000	0.2222%	0.2569%	10,317	860	405	34	20,299	1,692	10,722	894	30,616	2,551
33 B	2+ / 2	1,429	1,275,000	0.2222%	0.2569%	10,317	860	408	34	20,459	1,705	10,725	894	30,776	2,565

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
34 B	2+ / 2	1,429	1,285,000	0.2222%	0.2569%	10,317	860	411	34	20,619	1,718	10,728	894	30,936	2,578
35 B	2+ / 2	1,429	1,295,000	0.2222%	0.2569%	10,317	860	415	35	20,780	1,732	10,732	894	31,097	2,591
36 B	2+ / 2	1,429	1,305,000	0.2222%	0.2569%	10,317	860	418	35	20,940	1,745	10,735	895	31,257	2,605
37 B	2+ / 2	1,429	1,315,000	0.2222%	0.2569%	10,317	860	421	35	21,101	1,758	10,738	895	31,418	2,618
38 B	2+ / 2	1,429	1,475,000	0.2222%	0.2569%	10,317	860	472	39	23,668	1,972	10,789	899	33,985	2,832
39 B	2+ / 2	1,429	1,500,000	0.2222%	0.2569%	10,317	860	480	40	24,069	2,006	10,797	900	34,386	2,866
40 B	2+ / 2	1,429	1,525,000	0.2222%	0.2569%	10,317	860	488	41	24,471	2,039	10,805	900	34,788	2,899
41 B	2+ / 2	1,429	1,550,000	0.2222%	0.2569%	10,317	860	496	41	24,872	2,073	10,813	901	35,189	2,932
42 B	2+ / 2	1,429	1,575,000	0.2222%	0.2569%	10,317	860	504	42	25,273	2,106	10,821	902	35,590	2,966
43 B	2+ / 2	1,429	1,600,000	0.2222%	0.2569%	10,317	860	512	43	25,674	2,140	10,829	902	35,991	2,999
44 B	2+ / 2	1,429	1,625,000	0.2222%	0.2569%	10,317	860	520	43	26,075	2,173	10,837	903	36,392	3,033
45 B	2+ / 2	1,429	1,650,000	0.2222%	0.2569%	10,317	860	528	44	26,476	2,206	10,845	904	36,793	3,066
46 B	2+ / 2	1,429	1,675,000	0.2222%	0.2569%	10,317	860	536	45	26,877	2,240	10,853	904	37,194	3,100
PH1 B	3+ / 3	1,915	2,180,000	0.2978%	0.3442%	13,827	1,152	698	58	34,981	2,915	14,525	1,210	48,808	4,067
PH2 B	3+ / 3	1,915	2,205,000	0.2978%	0.3442%	13,827	1,152	706	59	35,382	2,949	14,533	1,211	49,209	4,101
PH3 B	3+ / 3	1,915	2,230,000	0.2978%	0.3442%	13,827	1,152	714	59	35,783	2,982	14,541	1,212	49,610	4,134
PH4 B	3+ / 3	1,915	2,355,000	0.2978%	0.3442%	13,827	1,152	754	63	37,789	3,149	14,581	1,215	51,616	4,301
3 C	1 / 1	800	450,000	0.1244%	0.1438%	5,776	481	144	12	7,221	602	5,920	493	12,997	1,083
4 C	1 / 1	800	455,000	0.1244%	0.1438%	5,776	481	146	12	7,301	608	5,922	493	13,077	1,090
5 C	1 / 1	800	460,000	0.1244%	0.1438%	5,776	481	147	12	7,381	615	5,923	494	13,157	1,096
6 C	1 / 1	783	465,000	0.1218%	0.1408%	5,655	471	149	12	7,462	622	5,804	484	13,117	1,093
7 C	1 / 1	783	470,000	0.1218%	0.1408%	5,655	471	150	13	7,542	628	5,806	484	13,197	1,100
8 C	1 / 1	783	475,000	0.1218%	0.1408%	5,655	471	152	13	7,622	635	5,807	484	13,277	1,106
9 C	1 / 1	783	480,000	0.1218%	0.1408%	5,655	471	154	13	7,702	642	5,809	484	13,358	1,113
10 C	1 / 1	783	485,000	0.1218%	0.1408%	5,655	471	155	13	7,782	649	5,811	484	13,438	1,120
11 C	1 / 1	783	490,000	0.1218%	0.1408%	5,655	471	157	13	7,863	655	5,812	484	13,518	1,126
12 C	1 / 1	783	495,000	0.1218%	0.1408%	5,655	471	158	13	7,943	662	5,814	484	13,598	1,133
14 C	1 / 1	783	500,000	0.1218%	0.1408%	5,655	471	160	13	8,023	669	5,815	485	13,678	1,140
15 C	1 / 1	783	520,000	0.1218%	0.1408%	5,655	471	166	14	8,344	695	5,822	485	13,999	1,167
16 C	1 / 1	755	515,000	0.1174%	0.1357%	5,451	454	165	14	8,264	689	5,616	468	13,715	1,143
17 C	1 / 1	755	520,000	0.1174%	0.1357%	5,451	454	166	14	8,344	695	5,618	468	13,795	1,150
18 C	1 / 1	755	525,000	0.1174%	0.1357%	5,451	454	168	14	8,424	702	5,619	468	13,875	1,156
19 C	1 / 1	755	530,000	0.1174%	0.1357%	5,451	454	170	14	8,505	709	5,621	468	13,956	1,163
20 C	1 / 1	755	535,000	0.1174%	0.1357%	5,451	454	171	14	8,585	715	5,622	469	14,036	1,170
21 C	3+ / 3	1,833	1,470,000	0.2850%	0.3294%	13,233	1,103	471	39	23,588	1,966	13,704	1,142	36,821	3,068
22 C	2 / 2	1,384	930,000	0.2152%	0.2488%	9,992	833	298	25	14,923	1,244	10,290	857	24,915	2,076
23 C	2 / 2	1,384	940,000	0.2152%	0.2488%	9,992	833	301	25	15,083	1,257	10,293	858	25,075	2,090
24 C	3+ / 3	1,833	1,540,000	0.2850%	0.3294%	13,233	1,103	493	41	24,711	2,059	13,726	1,144	37,944	3,162
25 C	3+ / 3	1,833	1,555,000	0.2850%	0.3294%	13,233	1,103	498	41	24,952	2,079	13,731	1,144	38,185	3,182

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
26 C	3+ / 3	1,833	1,570,000	0.2850%	0.3294%	13,233	1,103	503	42	25,193	2,099	13,736	1,145	38,426	3,202
27 C	3+ / 3	1,833	1,585,000	0.2850%	0.3294%	13,233	1,103	507	42	25,433	2,119	13,740	1,145	38,666	3,222
28 C	3+ / 3	1,833	1,600,000	0.2850%	0.3294%	13,233	1,103	512	43	25,674	2,140	13,745	1,145	38,907	3,242
29 C	3+ / 3	1,823	1,590,000	0.2835%	0.3277%	13,163	1,097	509	42	25,514	2,126	13,672	1,139	38,677	3,223
30 C	3+ / 3	1,823	1,605,000	0.2835%	0.3277%	13,163	1,097	514	43	25,754	2,146	13,677	1,140	38,917	3,243
31 C	2+ / 2	1,429	1,305,000	0.2222%	0.2569%	10,317	860	418	35	20,940	1,745	10,735	895	31,257	2,605
32 C	2+ / 2	1,429	1,315,000	0.2222%	0.2569%	10,317	860	421	35	21,101	1,758	10,738	895	31,418	2,618
33 C	2+ / 2	1,429	1,325,000	0.2222%	0.2569%	10,317	860	424	35	21,261	1,772	10,741	895	31,578	2,632
34 C	2+ / 2	1,429	1,335,000	0.2222%	0.2569%	10,317	860	427	36	21,422	1,785	10,744	895	31,739	2,645
35 C	2+ / 2	1,429	1,345,000	0.2222%	0.2569%	10,317	860	431	36	21,582	1,799	10,748	896	31,899	2,658
36 C	2+ / 2	1,429	1,355,000	0.2222%	0.2569%	10,317	860	434	36	21,743	1,812	10,751	896	32,060	2,672
37 C	2+ / 2	1,429	1,365,000	0.2222%	0.2569%	10,317	860	437	36	21,903	1,825	10,754	896	32,220	2,685
38 C	2+ / 2	1,429	1,375,000	0.2222%	0.2569%	10,317	860	440	37	22,064	1,839	10,757	896	32,381	2,698
39 C	2+ / 2	1,429	1,385,000	0.2222%	0.2569%	10,317	860	443	37	22,224	1,852	10,760	897	32,541	2,712
40 C	2+ / 2	1,429	1,395,000	0.2222%	0.2569%	10,317	860	447	37	22,385	1,865	10,764	897	32,702	2,725
41 C	2+ / 2	1,429	1,405,000	0.2222%	0.2569%	10,317	860	450	37	22,545	1,879	10,767	897	32,862	2,739
42 C	2+ / 2	1,429	1,415,000	0.2222%	0.2569%	10,317	860	453	38	22,705	1,892	10,770	898	33,022	2,752
43 C	2+ / 2	1,429	1,425,000	0.2222%	0.2569%	10,317	860	456	38	22,866	1,905	10,773	898	33,183	2,765
44 C	2+ / 2	1,429	1,435,000	0.2222%	0.2569%	10,317	860	459	38	23,026	1,919	10,776	898	33,343	2,779
45 C	2+ / 2	1,429	1,445,000	0.2222%	0.2569%	10,317	860	463	39	23,187	1,932	10,780	898	33,504	2,792
46 C	2+ / 2	1,429	1,455,000	0.2222%	0.2569%	10,317	860	466	39	23,347	1,946	10,783	899	33,664	2,805
PH1 C	2+ / 2	1,436	1,605,000	0.2233%	0.2581%	10,368	864	514	43	25,754	2,146	10,882	907	36,122	3,010
PH2 C	2+ / 2	1,436	1,630,000	0.2233%	0.2581%	10,368	864	522	43	26,155	2,180	10,890	907	36,523	3,044
PH3 C	2+ / 2	1,436	1,655,000	0.2233%	0.2581%	10,368	864	530	44	26,557	2,213	10,898	908	36,925	3,077
PH4 C	2+ / 2	1,436	1,780,000	0.2233%	0.2581%	10,368	864	570	47	28,562	2,380	10,938	911	38,930	3,244
3 D	0 / 1	775	430,000	0.1205%	0.1393%	5,595	466	138	11	6,900	575	5,733	478	12,495	1,041
4 D	0 / 1	775	435,000	0.1205%	0.1393%	5,595	466	139	12	6,980	582	5,734	478	12,575	1,048
5 D	0 / 1	775	440,000	0.1205%	0.1393%	5,595	466	141	12	7,060	588	5,736	478	12,655	1,055
6 D	1+ / 1.5	1,052	760,000	0.1636%	0.1891%	7,596	633	243	20	12,195	1,016	7,839	653	19,791	1,649
7 D	1+ / 1.5	1,052	765,000	0.1636%	0.1891%	7,596	633	245	20	12,275	1,023	7,841	653	19,872	1,656
8 D	1+ / 1.5	1,052	770,000	0.1636%	0.1891%	7,596	633	247	21	12,356	1,030	7,843	654	19,952	1,663
9 D	1+ / 1.5	1,052	775,000	0.1636%	0.1891%	7,596	633	248	21	12,436	1,036	7,844	654	20,032	1,669
10 D	1+ / 1.5	1,052	780,000	0.1636%	0.1891%	7,596	633	250	21	12,516	1,043	7,846	654	20,112	1,676
11 D	1+ / 1.5	1,052	785,000	0.1636%	0.1891%	7,596	633	251	21	12,596	1,050	7,847	654	20,192	1,683
12 D	1+ / 1.5	1,052	790,000	0.1636%	0.1891%	7,596	633	253	21	12,677	1,056	7,849	654	20,273	1,689
14 D	1+ / 1.5	1,052	795,000	0.1636%	0.1891%	7,596	633	255	21	12,757	1,063	7,851	654	20,353	1,696
15 D	1+ / 1.5	1,052	815,000	0.1636%	0.1891%	7,596	633	261	22	13,078	1,090	7,857	655	20,674	1,723
16 D	1+ / 1.5	1,025	805,000	0.1594%	0.1843%	7,401	617	258	21	12,917	1,076	7,659	638	20,318	1,693
17 D	1+ / 1.5	1,025	810,000	0.1594%	0.1843%	7,401	617	259	22	12,997	1,083	7,660	638	20,399	1,700

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
18 D	1+ / 1.5	1,025	815,000	0.1594%	0.1843%	7,401	617	261	22	13,078	1,090	7,662	639	20,479	1,707
19 D	1+ / 1.5	1,025	820,000	0.1594%	0.1843%	7,401	617	263	22	13,158	1,096	7,664	639	20,559	1,713
20 D	1+ / 1.5	1,025	850,000	0.1594%	0.1843%	7,401	617	272	23	13,639	1,137	7,673	639	21,040	1,753
21 D	2+ / 2	1,487	1,090,000	0.2312%	0.2673%	10,735	895	349	29	17,490	1,458	11,084	924	28,225	2,352
22 D	3+ / 3	1,833	1,485,000	0.2850%	0.3294%	13,233	1,103	475	40	23,829	1,986	13,708	1,142	37,062	3,088
23 D	3+ / 3	1,833	1,500,000	0.2850%	0.3294%	13,233	1,103	480	40	24,069	2,006	13,713	1,143	37,302	3,109
24 D	2+ / 2	1,487	1,120,000	0.2312%	0.2673%	10,735	895	359	30	17,972	1,498	11,093	924	28,707	2,392
25 D	2+ / 2	1,487	1,130,000	0.2312%	0.2673%	10,735	895	362	30	18,132	1,511	11,097	925	28,867	2,406
26 D	2+ / 2	1,487	1,140,000	0.2312%	0.2673%	10,735	895	365	30	18,293	1,524	11,100	925	29,028	2,419
27 D	2+ / 2	1,487	1,150,000	0.2312%	0.2673%	10,735	895	368	31	18,453	1,538	11,103	925	29,188	2,432
28 D	2+ / 2	1,487	1,160,000	0.2312%	0.2673%	10,735	895	371	31	18,614	1,551	11,106	926	29,349	2,446
29 D	2+ / 2	1,487	1,170,000	0.2312%	0.2673%	10,735	895	375	31	18,774	1,565	11,109	926	29,509	2,459
30 D	2+ / 2	1,487	1,180,000	0.2312%	0.2673%	10,735	895	378	31	18,935	1,578	11,113	926	29,669	2,472
31 D(T)	3+ / 3	1,915 (468)	2,105,000	0.3160%	0.3653%	14,672	1,223	674	56	33,777	2,815	15,346	1,279	48,450	4,037
32 D	3+ / 3	1,915	1,770,000	0.2978%	0.3442%	13,827	1,152	567	47	28,402	2,367	14,394	1,199	42,229	3,519
33 D	3+ / 3	1,915	1,785,000	0.2978%	0.3442%	13,827	1,152	571	48	28,643	2,387	14,399	1,200	42,470	3,539
34 D	3+ / 3	1,915	1,800,000	0.2978%	0.3442%	13,827	1,152	576	48	28,883	2,407	14,403	1,200	42,710	3,559
35 D	3+ / 3	1,915	1,815,000	0.2978%	0.3442%	13,827	1,152	581	48	29,124	2,427	14,408	1,201	42,951	3,579
36 D	3+ / 3	1,915	1,830,000	0.2978%	0.3442%	13,827	1,152	586	49	29,365	2,447	14,413	1,201	43,192	3,599
37 D	3+ / 3	1,915	1,845,000	0.2978%	0.3442%	13,827	1,152	591	49	29,605	2,467	14,418	1,201	43,433	3,619
38 D	3+ / 3	1,915	1,860,000	0.2978%	0.3442%	13,827	1,152	596	50	29,846	2,487	14,423	1,202	43,673	3,639
39 D	3+ / 3	1,915	1,875,000	0.2978%	0.3442%	13,827	1,152	600	50	30,087	2,507	14,428	1,202	43,914	3,659
40 D	3+ / 3	1,915	1,890,000	0.2978%	0.3442%	13,827	1,152	605	50	30,327	2,527	14,432	1,203	44,155	3,680
41 D	3+ / 3	1,915	1,905,000	0.2978%	0.3442%	13,827	1,152	610	51	30,568	2,547	14,437	1,203	44,395	3,700
42 D	3+ / 3	1,915	1,920,000	0.2978%	0.3442%	13,827	1,152	615	51	30,809	2,567	14,442	1,203	44,636	3,720
43 D	3+ / 3	1,915	1,935,000	0.2978%	0.3442%	13,827	1,152	620	52	31,050	2,587	14,447	1,204	44,877	3,740
44 D	3+ / 3	1,915	1,950,000	0.2978%	0.3442%	13,827	1,152	624	52	31,290	2,608	14,452	1,204	45,117	3,760
45 D	3+ / 3	1,915	1,965,000	0.2978%	0.3442%	13,827	1,152	629	52	31,531	2,628	14,456	1,205	45,358	3,780
46 D	3+ / 3	1,915	1,980,000	0.2978%	0.3442%	13,827	1,152	634	53	31,772	2,648	14,461	1,205	45,599	3,800
3 E	1 / 1	875	450,000	0.1361%	0.1573%	6,319	527	144	12	7,221	602	6,463	539	13,540	1,128
4 E	1 / 1	875	455,000	0.1361%	0.1573%	6,319	527	146	12	7,301	608	6,465	539	13,620	1,135
5 E	1 / 1	875	460,000	0.1361%	0.1573%	6,319	527	147	12	7,381	615	6,467	539	13,701	1,142
6 E(T)	2+ / 2	1,512 (865)	1,275,000	0.2687%	0.3106%	12,476	1,040	408	34	20,459	1,705	12,884	1,074	32,935	2,745
7 E	2+ / 2	1,512	975,000	0.2351%	0.2718%	10,916	910	312	26	15,645	1,304	11,228	936	26,561	2,213
8 E	2+ / 2	1,512	985,000	0.2351%	0.2718%	10,916	910	315	26	15,806	1,317	11,231	936	26,722	2,227
9 E	2+ / 2	1,512	990,000	0.2351%	0.2718%	10,916	910	317	26	15,886	1,324	11,233	936	26,802	2,233
10 E	2+ / 2	1,512	995,000	0.2351%	0.2718%	10,916	910	319	27	15,966	1,331	11,235	936	26,882	2,240
11 E	2+ / 2	1,512	1,000,000	0.2351%	0.2718%	10,916	910	320	27	16,046	1,337	11,236	936	26,962	2,247
12 E	2+ / 2	1,512	1,010,000	0.2351%	0.2718%	10,916	910	323	27	16,207	1,351	11,239	937	27,123	2,260

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
14 E	2+ / 2	1,512	1,020,000	0.2351%	0.2718%	10,916	910	327	27	16,367	1,364	11,243	937	27,283	2,274
15 E	2+ / 2	1,512	1,080,000	0.2351%	0.2718%	10,916	910	346	29	17,330	1,444	11,262	938	28,246	2,354
16 E	2+ / 2	1,486	1,040,000	0.2311%	0.2671%	10,730	894	333	28	16,688	1,391	11,063	922	27,418	2,285
17 E	2+ / 2	1,486	1,050,000	0.2311%	0.2671%	10,730	894	336	28	16,849	1,404	11,066	922	27,579	2,298
18 E	2+ / 2	1,486	1,060,000	0.2311%	0.2671%	10,730	894	339	28	17,009	1,417	11,070	922	27,739	2,312
19 E	2+ / 2	1,486	1,070,000	0.2311%	0.2671%	10,730	894	343	29	17,170	1,431	11,073	923	27,900	2,325
20 E	2+ / 2	1,486	1,130,000	0.2311%	0.2671%	10,730	894	362	30	18,132	1,511	11,092	924	28,863	2,405
21 E	1 / 1	903	560,000	0.1404%	0.1623%	6,519	543	179	15	8,986	749	6,698	558	15,505	1,292
22 E	2+ / 2	1,487	1,100,000	0.2312%	0.2673%	10,735	895	352	29	17,651	1,471	11,087	924	28,386	2,365
23 E	2+ / 2	1,487	1,110,000	0.2312%	0.2673%	10,735	895	355	30	17,811	1,484	11,090	924	28,546	2,379
24 E	1 / 1	903	575,000	0.1404%	0.1623%	6,519	543	184	15	9,227	769	6,703	559	15,746	1,312
25 E	1 / 1	903	580,000	0.1404%	0.1623%	6,519	543	186	15	9,307	776	6,705	559	15,826	1,319
26 E	1 / 1	903	585,000	0.1404%	0.1623%	6,519	543	187	16	9,387	782	6,706	559	15,906	1,326
27 E	1 / 1	903	590,000	0.1404%	0.1623%	6,519	543	189	16	9,467	789	6,708	559	15,986	1,332
28 E	1 / 1	903	595,000	0.1404%	0.1623%	6,519	543	190	16	9,548	796	6,709	559	16,066	1,339
29 E	1 / 1	895	625,000	0.1392%	0.1609%	6,463	539	200	17	10,029	836	6,663	555	16,492	1,374
30 E	1 / 1	895	630,000	0.1392%	0.1609%	6,463	539	202	17	10,109	842	6,665	555	16,572	1,381
3 F	2+ / 2	1,518	900,000	0.2361%	0.2729%	10,962	914	288	24	14,442	1,203	11,251	938	25,404	2,117
4 F	2+ / 2	1,518	910,000	0.2361%	0.2729%	10,962	914	291	24	14,602	1,217	11,254	938	25,564	2,130
5 F	2+ / 2	1,518	920,000	0.2361%	0.2729%	10,962	914	295	25	14,763	1,230	11,257	938	25,725	2,144
6 F(T)	1 / 1	932 (227)	625,000	0.1538%	0.1778%	7,141	595	200	17	10,029	836	7,341	612	17,170	1,431
7 F	1 / 1	932	535,000	0.1449%	0.1675%	6,728	561	171	14	8,585	715	6,899	575	15,313	1,276
8 F	1 / 1	932	540,000	0.1449%	0.1675%	6,728	561	173	14	8,665	722	6,901	575	15,393	1,283
9 F	1 / 1	932	545,000	0.1449%	0.1675%	6,728	561	174	15	8,745	729	6,902	575	15,473	1,289
10 F	1 / 1	932	550,000	0.1449%	0.1675%	6,728	561	176	15	8,825	735	6,904	575	15,553	1,296
11 F	1 / 1	932	555,000	0.1449%	0.1675%	6,728	561	178	15	8,906	742	6,906	575	15,634	1,303
12 F	1 / 1	932	560,000	0.1449%	0.1675%	6,728	561	179	15	8,986	749	6,907	576	15,714	1,309
14 F	1 / 1	932	565,000	0.1449%	0.1675%	6,728	561	181	15	9,066	756	6,909	576	15,794	1,316
15 F	1 / 1	932	585,000	0.1449%	0.1675%	6,728	561	187	16	9,387	782	6,915	576	16,115	1,343
16 F	1 / 1	905	560,000	0.1407%	0.1626%	6,533	544	179	15	8,986	749	6,712	559	15,519	1,293
17 F	1 / 1	905	565,000	0.1407%	0.1626%	6,533	544	181	15	9,066	756	6,714	559	15,599	1,300
18 F	1 / 1	905	570,000	0.1407%	0.1626%	6,533	544	182	15	9,146	762	6,715	560	15,679	1,307
19 F	1 / 1	905	575,000	0.1407%	0.1626%	6,533	544	184	15	9,227	769	6,717	560	15,759	1,313
20 F	1 / 1	905	605,000	0.1407%	0.1626%	6,533	544	194	16	9,708	809	6,727	561	16,241	1,353
21 F	1 / 1.5	886	660,000	0.1378%	0.1593%	6,398	533	211	18	10,591	883	6,610	551	16,989	1,416
22 F	1 / 1	903	565,000	0.1404%	0.1623%	6,519	543	181	15	9,066	756	6,700	558	15,585	1,299
23 F	1 / 1	903	570,000	0.1404%	0.1623%	6,519	543	182	15	9,146	762	6,701	558	15,665	1,305
24 F	1 / 1.5	886	675,000	0.1378%	0.1593%	6,398	533	216	18	10,831	903	6,614	551	17,229	1,436
25 F	1 / 1.5	886	680,000	0.1378%	0.1593%	6,398	533	218	18	10,911	909	6,616	551	17,310	1,442

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
26 F	1 / 1.5	886	685,000	0.1378%	0.1593%	6,398	533	219	18	10,992	916	6,618	551	17,390	1,449
27 F	1 / 1.5	882	690,000	0.1372%	0.1586%	6,370	531	221	18	11,072	923	6,591	549	17,442	1,454
28 F	1 / 1.5	882	695,000	0.1372%	0.1586%	6,370	531	223	19	11,152	929	6,593	549	17,523	1,460
29 F	1 / 1	803	705,000	0.1249%	0.1444%	5,799	483	226	19	11,313	943	6,025	502	17,112	1,426
30 F	1 / 1	803	715,000	0.1249%	0.1444%	5,799	483	229	19	11,473	956	6,028	502	17,272	1,439
3 G	1 / 1	906	445,000	0.1409%	0.1629%	6,542	545	142	12	7,141	595	6,685	557	13,683	1,140
4 G	1 / 1	906	450,000	0.1409%	0.1629%	6,542	545	144	12	7,221	602	6,686	557	13,763	1,147
5 G	1 / 1	906	455,000	0.1409%	0.1629%	6,542	545	146	12	7,301	608	6,688	557	13,843	1,154
6 G(T)	1 / 1.5	902 (116)	640,000	0.1448%	0.1674%	6,723	560	205	17	10,270	856	6,928	577	16,993	1,416
7 G	1 / 1.5	902	595,000	0.1403%	0.1622%	6,514	543	190	16	9,548	796	6,705	559	16,062	1,338
8 G	1 / 1.5	902	600,000	0.1403%	0.1622%	6,514	543	192	16	9,628	802	6,706	559	16,142	1,345
9 G	1 / 1.5	902	605,000	0.1403%	0.1622%	6,514	543	194	16	9,708	809	6,708	559	16,222	1,352
10 G	1 / 1.5	902	610,000	0.1403%	0.1622%	6,514	543	195	16	9,788	816	6,710	559	16,303	1,359
11 G	1 / 1.5	902	615,000	0.1403%	0.1622%	6,514	543	197	16	9,868	822	6,711	559	16,383	1,365
12 G	1 / 1.5	902	620,000	0.1403%	0.1622%	6,514	543	199	17	9,949	829	6,713	559	16,463	1,372
14 G	1 / 1.5	902	625,000	0.1403%	0.1622%	6,514	543	200	17	10,029	836	6,714	560	16,543	1,379
15 G	1 / 1.5	902	645,000	0.1403%	0.1622%	6,514	543	207	17	10,350	862	6,721	560	16,864	1,405
16 G	1 / 1.5	902	635,000	0.1403%	0.1622%	6,514	543	203	17	10,189	849	6,718	560	16,704	1,392
17 G	1 / 1.5	902	640,000	0.1403%	0.1622%	6,514	543	205	17	10,270	856	6,719	560	16,784	1,399
18 G	1 / 1.5	902	645,000	0.1403%	0.1622%	6,514	543	207	17	10,350	862	6,721	560	16,864	1,405
19 G	1 / 1.5	902	650,000	0.1403%	0.1622%	6,514	543	208	17	10,430	869	6,722	560	16,944	1,412
20 G	1 / 1.5	902	680,000	0.1403%	0.1622%	6,514	543	218	18	10,911	909	6,732	561	17,426	1,452
21 G(T)	2+ / 2	1,594 (135)	1,430,000	0.2531%	0.2926%	11,752	979	458	38	22,946	1,912	12,210	1,017	34,698	2,891
22 G	1 / 1.5	889	665,000	0.1382%	0.1598%	6,417	535	213	18	10,671	889	6,630	552	17,088	1,424
23 G	1 / 1.5	889	670,000	0.1382%	0.1598%	6,417	535	215	18	10,751	896	6,631	553	17,168	1,431
24 G	3+ / 3	1,893	1,650,000	0.2944%	0.3403%	13,669	1,139	528	44	26,476	2,206	14,198	1,183	40,146	3,345
25 G	3+ / 3	1,893	1,665,000	0.2944%	0.3403%	13,669	1,139	533	44	26,717	2,226	14,202	1,184	40,386	3,366
26 G	3+ / 3	1,893	1,680,000	0.2944%	0.3403%	13,669	1,139	538	45	26,958	2,246	14,207	1,184	40,627	3,386
27 G	3+ / 3	1,897	1,695,000	0.2950%	0.3410%	13,697	1,141	543	45	27,198	2,267	14,240	1,187	40,896	3,408
28 G	3+ / 3	1,897	1,710,000	0.2950%	0.3410%	13,697	1,141	547	46	27,439	2,287	14,245	1,187	41,136	3,428
29 G(T)	2+ / 2	1,460 (412)	1,670,000	0.2430%	0.2809%	11,283	940	535	45	26,797	2,233	11,817	985	38,080	3,173
30 G	2+ / 2	1,460	1,380,000	0.2270%	0.2624%	10,540	878	442	37	22,144	1,845	10,982	915	32,684	2,724
3 H	2 / 2.5	1,733	980,000	0.2695%	0.3115%	12,513	1,043	314	26	15,725	1,310	12,827	1,069	28,239	2,353
4 H	2 / 2.5	1,733	990,000	0.2695%	0.3115%	12,513	1,043	317	26	15,886	1,324	12,830	1,069	28,399	2,367
5 H	2 / 2.5	1,733	1,000,000	0.2695%	0.3115%	12,513	1,043	320	27	16,046	1,337	12,833	1,069	28,559	2,380
22 H	2+ / 2	1,591	1,340,000	0.2474%	0.2860%	11,487	957	429	36	21,502	1,792	11,916	993	32,989	2,749
23 H	2+ / 2	1,591	1,350,000	0.2474%	0.2860%	11,487	957	432	36	21,662	1,805	11,919	993	33,150	2,762
3 I	1+ / 1.5	983	560,000	0.1529%	0.1767%	7,099	592	179	15	8,986	749	7,279	607	16,085	1,340
4 I	1+ / 1.5	983	570,000	0.1529%	0.1767%	7,099	592	182	15	9,146	762	7,282	607	16,246	1,354

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
5 I	1+ / 1.5	983	580,000	0.1529%	0.1767%	7,099	592	186	15	9,307	776	7,285	607	16,406	1,367
3 J	2+ / 2.5	1,776	1,105,000	0.2762%	0.3193%	12,824	1,069	354	29	17,731	1,478	13,178	1,098	30,555	2,546
4 J	2+ / 2.5	1,776	1,205,000	0.2762%	0.3193%	12,824	1,069	386	32	19,336	1,611	13,210	1,101	32,160	2,680
5 J	2+ / 2.5	1,776	1,265,000	0.2762%	0.3193%	12,824	1,069	405	34	20,299	1,692	13,229	1,102	33,123	2,760
6 J	3+ / 3.5	2,127	1,655,000	0.3308%	0.3824%	15,359	1,280	530	44	26,557	2,213	15,889	1,324	41,916	3,493
7 J	3+ / 3.5	2,127	1,670,000	0.3308%	0.3824%	15,359	1,280	535	45	26,797	2,233	15,894	1,325	42,157	3,513
8 J	3+ / 3.5	2,127	1,685,000	0.3308%	0.3824%	15,359	1,280	539	45	27,038	2,253	15,899	1,325	42,397	3,533
9 J	3+ / 3.5	2,127	1,700,000	0.3308%	0.3824%	15,359	1,280	544	45	27,279	2,273	15,904	1,325	42,638	3,553
10 J	3+ / 3.5	2,127	1,715,000	0.3308%	0.3824%	15,359	1,280	549	46	27,519	2,293	15,909	1,326	42,879	3,573
11 J	3+ / 3.5	2,127	1,730,000	0.3308%	0.3824%	15,359	1,280	554	46	27,760	2,313	15,913	1,326	43,119	3,593
12 J	3+ / 3.5	2,127	1,745,000	0.3308%	0.3824%	15,359	1,280	559	47	28,001	2,333	15,918	1,327	43,360	3,613
14 J	3+ / 3.5	2,127	1,760,000	0.3308%	0.3824%	15,359	1,280	563	47	28,241	2,353	15,923	1,327	43,601	3,633
15 J	3+ / 3.5	2,127	1,775,000	0.3308%	0.3824%	15,359	1,280	568	47	28,482	2,374	15,928	1,327	43,842	3,653
16 J(T)	3+ / 2.5	1,860 (299)	1,730,000	0.3009%	0.3478%	13,971	1,164	554	46	27,760	2,313	14,525	1,210	41,731	3,478
17 J	3+ / 2.5	1,860	1,495,000	0.2892%	0.3343%	13,428	1,119	479	40	23,989	1,999	13,907	1,159	37,417	3,118
18 J	3+ / 2.5	1,860	1,510,000	0.2892%	0.3343%	13,428	1,119	483	40	24,230	2,019	13,911	1,159	37,658	3,138
19 J	3+ / 2.5	1,860	1,525,000	0.2892%	0.3343%	13,428	1,119	488	41	24,471	2,039	13,916	1,160	37,898	3,158
20 J	3+ / 2.5	1,860	1,540,000	0.2892%	0.3343%	13,428	1,119	493	41	24,711	2,059	13,921	1,160	38,139	3,178
3 K	1+ / 1.5	1,044	760,000	0.1623%	0.1876%	7,536	628	243	20	12,195	1,016	7,779	648	19,731	1,644
4 K	1+ / 1.5	1,044	810,000	0.1623%	0.1876%	7,536	628	259	22	12,997	1,083	7,795	650	20,533	1,711
5 K	1+ / 1.5	1,044	840,000	0.1623%	0.1876%	7,536	628	269	22	13,479	1,123	7,805	650	21,015	1,751
6 K	1+ / 1.5	1,044	845,000	0.1623%	0.1876%	7,536	628	271	23	13,559	1,130	7,806	651	21,095	1,758
7 K	1+ / 1.5	1,044	850,000	0.1623%	0.1876%	7,536	628	272	23	13,639	1,137	7,808	651	21,175	1,765
8 K	1+ / 1.5	1,044	855,000	0.1623%	0.1876%	7,536	628	274	23	13,720	1,143	7,810	651	21,255	1,771
9 K	1+ / 1.5	1,044	860,000	0.1623%	0.1876%	7,536	628	275	23	13,800	1,150	7,811	651	21,336	1,778
10 K	1+ / 1.5	1,044	865,000	0.1623%	0.1876%	7,536	628	277	23	13,880	1,157	7,813	651	21,416	1,785
11 K	1+ / 1.5	1,044	870,000	0.1623%	0.1876%	7,536	628	279	23	13,960	1,163	7,814	651	21,496	1,791
12 K	1+ / 1.5	1,044	875,000	0.1623%	0.1876%	7,536	628	280	23	14,040	1,170	7,816	651	21,576	1,798
14 K	1+ / 1.5	1,044	880,000	0.1623%	0.1876%	7,536	628	282	23	14,121	1,177	7,818	651	21,656	1,805
15 K	1+ / 1.5	1,044	885,000	0.1623%	0.1876%	7,536	628	283	24	14,201	1,183	7,819	652	21,737	1,811
3 L	2+ / 2	1,481	980,000	0.2303%	0.2662%	10,693	891	314	26	15,725	1,310	11,007	917	26,418	2,202
4 L	2+ / 2	1,481	1,080,000	0.2303%	0.2662%	10,693	891	346	29	17,330	1,444	11,039	920	28,023	2,335
5 L	2+ / 2	1,481	1,140,000	0.2303%	0.2662%	10,693	891	365	30	18,293	1,524	11,058	922	28,986	2,415
6 L	2+ / 2	1,481	1,100,000	0.2303%	0.2662%	10,693	891	352	29	17,651	1,471	11,045	920	28,344	2,362
7 L	2+ / 2	1,481	1,110,000	0.2303%	0.2662%	10,693	891	355	30	17,811	1,484	11,048	921	28,504	2,375
8 L	2+ / 2	1,481	1,120,000	0.2303%	0.2662%	10,693	891	359	30	17,972	1,498	11,052	921	28,665	2,389
9 L	2+ / 2	1,481	1,130,000	0.2303%	0.2662%	10,693	891	362	30	18,132	1,511	11,055	921	28,825	2,402
10 L	2+ / 2	1,481	1,140,000	0.2303%	0.2662%	10,693	891	365	30	18,293	1,524	11,058	922	28,986	2,415
11 L	2+ / 2	1,481	1,150,000	0.2303%	0.2662%	10,693	891	368	31	18,453	1,538	11,061	922	29,146	2,429

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
12 L	2+ / 2	1,481	1,160,000	0.2303%	0.2662%	10,693	891	371	31	18,614	1,551	11,064	922	29,307	2,442
14 L	2+ / 2	1,481	1,170,000	0.2303%	0.2662%	10,693	891	375	31	18,774	1,565	11,068	922	29,467	2,456
15 L	2+ / 2	1,481	1,180,000	0.2303%	0.2662%	10,693	891	378	31	18,935	1,578	11,071	923	29,628	2,469
16 L(T)	2+ / 2	1,484 (290)	1,340,000	0.2420%	0.2797%	11,236	936	429	36	21,502	1,792	11,665	972	32,738	2,728
17 L	2+ / 2	1,484	1,200,000	0.2308%	0.2668%	10,716	893	384	32	19,256	1,605	11,101	925	29,972	2,498
18 L	2+ / 2	1,484	1,210,000	0.2308%	0.2668%	10,716	893	387	32	19,416	1,618	11,104	925	30,132	2,511
19 L	2+ / 2	1,484	1,220,000	0.2308%	0.2668%	10,716	893	391	33	19,576	1,631	11,107	926	30,293	2,524
20 L	2+ / 2	1,484	1,230,000	0.2308%	0.2668%	10,716	893	394	33	19,737	1,645	11,110	926	30,453	2,538
3 M	2+ / 2	1,456	1,005,000	0.2264%	0.2617%	10,512	876	322	27	16,126	1,344	10,834	903	26,639	2,220
4 M	2+ / 2	1,456	1,105,000	0.2264%	0.2617%	10,512	876	354	29	17,731	1,478	10,866	905	28,243	2,354
5 M	2+ / 2	1,456	1,165,000	0.2264%	0.2617%	10,512	876	373	31	18,694	1,558	10,885	907	29,206	2,434
6 M	2+ / 2	1,456	1,155,000	0.2264%	0.2617%	10,512	876	370	31	18,533	1,544	10,882	907	29,045	2,420
7 M	2+ / 2	1,456	1,165,000	0.2264%	0.2617%	10,512	876	373	31	18,694	1,558	10,885	907	29,206	2,434
8 M	2+ / 2	1,456	1,175,000	0.2264%	0.2617%	10,512	876	376	31	18,854	1,571	10,888	907	29,366	2,447
9 M	2+ / 2	1,456	1,185,000	0.2264%	0.2617%	10,512	876	379	32	19,015	1,585	10,891	908	29,527	2,461
10 M	2+ / 2	1,456	1,195,000	0.2264%	0.2617%	10,512	876	383	32	19,175	1,598	10,895	908	29,687	2,474
11 M	2+ / 2	1,456	1,205,000	0.2264%	0.2617%	10,512	876	386	32	19,336	1,611	10,898	908	29,848	2,487
12 M	2+ / 2	1,456	1,215,000	0.2264%	0.2617%	10,512	876	389	32	19,496	1,625	10,901	908	30,008	2,501
14 M	2+ / 2	1,456	1,225,000	0.2264%	0.2617%	10,512	876	392	33	19,657	1,638	10,904	909	30,169	2,514
15 M	2+ / 2	1,456	1,235,000	0.2264%	0.2617%	10,512	876	395	33	19,817	1,651	10,907	909	30,329	2,527
16 M(T)	2+ / 2	1,524 (269)	1,465,000	0.2474%	0.2860%	11,487	957	469	39	23,508	1,959	11,956	996	34,995	2,916
17 M	2+ / 2	1,524	1,255,000	0.2370%	0.2740%	11,004	917	402	33	20,138	1,678	11,406	950	31,142	2,595
18 M	2+ / 2	1,524	1,265,000	0.2370%	0.2740%	11,004	917	405	34	20,299	1,692	11,409	951	31,303	2,609
19 M	2+ / 2	1,524	1,275,000	0.2370%	0.2740%	11,004	917	408	34	20,459	1,705	11,412	951	31,463	2,622
20 M	2+ / 2	1,524	1,345,000	0.2370%	0.2740%	11,004	917	431	36	21,582	1,799	11,435	953	32,586	2,716
3 N	3+ / 3	1,718	1,150,000	0.2672%	0.3089%	12,406	1,034	368	31	18,453	1,538	12,775	1,065	30,860	2,572
4 N	3+ / 3	1,718	1,280,000	0.2672%	0.3089%	12,406	1,034	410	34	20,539	1,712	12,816	1,068	32,946	2,745
5 N	3+ / 3	1,718	1,365,000	0.2672%	0.3089%	12,406	1,034	437	36	21,903	1,825	12,843	1,070	34,310	2,859
6 N	3+ / 3	1,718	1,330,000	0.2672%	0.3089%	12,406	1,034	426	35	21,342	1,778	12,832	1,069	33,748	2,812
7 N	3+ / 3	1,718	1,345,000	0.2672%	0.3089%	12,406	1,034	431	36	21,582	1,799	12,837	1,070	33,989	2,832
8 N	3+ / 3	1,718	1,360,000	0.2672%	0.3089%	12,406	1,034	435	36	21,823	1,819	12,842	1,070	34,229	2,852
9 N	3+ / 3	1,750	1,425,000	0.2721%	0.3145%	12,634	1,053	456	38	22,866	1,905	13,090	1,091	35,500	2,958
10 N	3+ / 3	1,750	1,440,000	0.2721%	0.3145%	12,634	1,053	461	38	23,107	1,926	13,095	1,091	35,741	2,978
11 N	3+ / 3	1,750	1,455,000	0.2721%	0.3145%	12,634	1,053	466	39	23,347	1,946	13,100	1,092	35,981	2,998
12 N	3+ / 3	1,750	1,470,000	0.2721%	0.3145%	12,634	1,053	471	39	23,588	1,966	13,105	1,092	36,222	3,018
14 N	3+ / 3	1,750	1,485,000	0.2721%	0.3145%	12,634	1,053	475	40	23,829	1,986	13,109	1,092	36,463	3,039
15 N	3+ / 3	1,750	1,500,000	0.2721%	0.3145%	12,634	1,053	480	40	24,069	2,006	13,114	1,093	36,703	3,059
16 N(T)	3+ / 3	2,318 (1,463)	2,440,000	0.4173%	0.4824%	19,376	1,615	781	65	39,153	3,263	20,157	1,680	58,529	4,877
17 N	3+ / 3	2,318	2,155,000	0.3605%	0.4167%	16,738	1,395	690	57	34,580	2,882	17,428	1,452	51,318	4,277

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
18 N	3+ / 3	2,318	2,170,000	0.3605%	0.4167%	16,738	1,395	695	58	34,820	2,902	17,433	1,453	51,559	4,297
19 N	3+ / 3	2,318	2,185,000	0.3605%	0.4167%	16,738	1,395	700	58	35,061	2,922	17,438	1,453	51,800	4,317
20 N	3+ / 3	2,318	2,275,000	0.3605%	0.4167%	16,738	1,395	728	61	36,505	3,042	17,467	1,456	53,244	4,437
3 P	1 / 1	686	435,000	0.1067%	0.1233%	4,954	413	139	12	6,980	582	5,093	424	11,934	995
4 P	1 / 1	686	440,000	0.1067%	0.1233%	4,954	413	141	12	7,060	588	5,095	425	12,015	1,001
5 P	1 / 1	686	445,000	0.1067%	0.1233%	4,954	413	142	12	7,141	595	5,097	425	12,095	1,008
6 P	1 / 1	686	455,000	0.1067%	0.1233%	4,954	413	146	12	7,301	608	5,100	425	12,255	1,021
7 P	1 / 1	686	460,000	0.1067%	0.1233%	4,954	413	147	12	7,381	615	5,101	425	12,335	1,028
8 P	1 / 1	686	465,000	0.1067%	0.1233%	4,954	413	149	12	7,462	622	5,103	425	12,416	1,035
9 P	0 / 1	567	440,000	0.0882%	0.1020%	4,095	341	141	12	7,060	588	4,236	353	11,156	930
10 P	0 / 1	567	445,000	0.0882%	0.1020%	4,095	341	142	12	7,141	595	4,238	353	11,236	936
11 P	0 / 1	567	450,000	0.0882%	0.1020%	4,095	341	144	12	7,221	602	4,239	353	11,316	943
12 P	0 / 1	567	455,000	0.0882%	0.1020%	4,095	341	146	12	7,301	608	4,241	353	11,396	950
14 P	0 / 1	567	460,000	0.0882%	0.1020%	4,095	341	147	12	7,381	615	4,243	354	11,477	956
15 P	0 / 1	567	465,000	0.0882%	0.1020%	4,095	341	149	12	7,462	622	4,244	354	11,557	963
3 R	1 / 1	696	455,000	0.1082%	0.1251%	5,024	419	146	12	7,301	608	5,170	431	12,325	1,027
4 R	1 / 1	696	460,000	0.1082%	0.1251%	5,024	419	147	12	7,381	615	5,171	431	12,405	1,034
5 R	1 / 1	696	465,000	0.1082%	0.1251%	5,024	419	149	12	7,462	622	5,173	431	12,485	1,040
6 R	1 / 1	696	470,000	0.1082%	0.1251%	5,024	419	150	13	7,542	628	5,174	431	12,566	1,047
7 R	1 / 1	696	475,000	0.1082%	0.1251%	5,024	419	152	13	7,622	635	5,176	431	12,646	1,054
8 R	1 / 1	696	480,000	0.1082%	0.1251%	5,024	419	154	13	7,702	642	5,178	431	12,726	1,061
9 R(T)	1 / 1	882 (529)	660,000	0.1577%	0.1823%	7,322	610	211	18	10,591	883	7,534	628	17,913	1,493
10 R	1 / 1	882	565,000	0.1372%	0.1586%	6,370	531	181	15	9,066	756	6,551	546	15,436	1,286
11 R	1 / 1	882	570,000	0.1372%	0.1586%	6,370	531	182	15	9,146	762	6,553	546	15,517	1,293
12 R	1 / 1	882	575,000	0.1372%	0.1586%	6,370	531	184	15	9,227	769	6,554	546	15,597	1,300
14 R	1 / 1	882	580,000	0.1372%	0.1586%	6,370	531	186	15	9,307	776	6,556	546	15,677	1,306
15 R	1 / 1	882	585,000	0.1372%	0.1586%	6,370	531	187	16	9,387	782	6,558	546	15,757	1,313
3 S	1 / 1	678	440,000	0.1054%	0.1218%	4,894	408	141	12	7,060	588	5,035	420	11,954	996
4 S	1 / 1	678	445,000	0.1054%	0.1218%	4,894	408	142	12	7,141	595	5,036	420	12,034	1,003
5 S	1 / 1	678	450,000	0.1054%	0.1218%	4,894	408	144	12	7,221	602	5,038	420	12,115	1,010
6 S	1 / 1	678	455,000	0.1054%	0.1218%	4,894	408	146	12	7,301	608	5,040	420	12,195	1,016
7 S	1 / 1	678	460,000	0.1054%	0.1218%	4,894	408	147	12	7,381	615	5,041	420	12,275	1,023
8 S	1 / 1	678	465,000	0.1054%	0.1218%	4,894	408	149	12	7,462	622	5,043	420	12,355	1,030
3 T	1 / 1.5	1,136	600,000	0.1767%	0.2043%	8,204	684	192	16	9,628	802	8,396	700	17,832	1,486
4 T	1 / 1.5	1,136	605,000	0.1767%	0.2043%	8,204	684	194	16	9,708	809	8,398	700	17,912	1,493
5 T	1 / 1.5	1,136	610,000	0.1767%	0.2043%	8,204	684	195	16	9,788	816	8,400	700	17,993	1,499
6 T	1 / 1.5	1,136	615,000	0.1767%	0.2043%	8,204	684	197	16	9,868	822	8,401	700	18,073	1,506
7 T	1 / 1.5	1,136	620,000	0.1767%	0.2043%	8,204	684	199	17	9,949	829	8,403	700	18,153	1,513
8 T	1 / 1.5	1,136	625,000	0.1767%	0.2043%	8,204	684	200	17	10,029	836	8,404	700	18,233	1,519

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
3 U	1 / 1	773	545,000	0.1202%	0.1389%	5,581	465	174	15	8,745	729	5,756	480	14,326	1,194
4 U	1 / 1	773	550,000	0.1202%	0.1389%	5,581	465	176	15	8,825	735	5,757	480	14,406	1,201
5 U	1 / 1	773	555,000	0.1202%	0.1389%	5,581	465	178	15	8,906	742	5,759	480	14,487	1,207
6 U	1 / 1	773	560,000	0.1202%	0.1389%	5,581	465	179	15	8,986	749	5,760	480	14,567	1,214
7 U	1 / 1	773	565,000	0.1202%	0.1389%	5,581	465	181	15	9,066	756	5,762	480	14,647	1,221
8 U	1 / 1	773	570,000	0.1202%	0.1389%	5,581	465	182	15	9,146	762	5,764	480	14,727	1,227
9 U	1 / 1	773	575,000	0.1202%	0.1389%	5,581	465	184	15	9,227	769	5,765	480	14,808	1,234
10 U	1 / 1	773	580,000	0.1202%	0.1389%	5,581	465	186	15	9,307	776	5,767	481	14,888	1,241
11 U	1 / 1	773	585,000	0.1202%	0.1389%	5,581	465	187	16	9,387	782	5,768	481	14,968	1,247
12 U	1 / 1	773	590,000	0.1202%	0.1389%	5,581	465	189	16	9,467	789	5,770	481	15,048	1,254
14 U	1 / 1	773	595,000	0.1202%	0.1389%	5,581	465	190	16	9,548	796	5,772	481	15,129	1,261
15 U	1 / 1	773	615,000	0.1202%	0.1389%	5,581	465	197	16	9,868	822	5,778	481	15,449	1,287
16 U	1 / 1	765	555,000	0.1190%	0.1376%	5,525	460	178	15	8,906	742	5,703	475	14,431	1,203
17 U	1 / 1	765	560,000	0.1190%	0.1376%	5,525	460	179	15	8,986	749	5,705	475	14,511	1,209
18 U	1 / 1	765	565,000	0.1190%	0.1376%	5,525	460	181	15	9,066	756	5,706	476	14,591	1,216
19 U	1 / 1	765	570,000	0.1190%	0.1376%	5,525	460	182	15	9,146	762	5,708	476	14,672	1,223
20 U	1 / 1	765	600,000	0.1190%	0.1376%	5,525	460	192	16	9,628	802	5,717	476	15,153	1,263
3 V	1 / 1	707	485,000	0.1099%	0.1270%	5,103	425	155	13	7,782	649	5,258	438	12,885	1,074
4 V	1 / 1	707	490,000	0.1099%	0.1270%	5,103	425	157	13	7,863	655	5,260	438	12,965	1,080
5 V	1 / 1	707	495,000	0.1099%	0.1270%	5,103	425	158	13	7,943	662	5,261	438	13,046	1,087
6 V	1 / 1	707	500,000	0.1099%	0.1270%	5,103	425	160	13	8,023	669	5,263	439	13,126	1,094
7 V	1 / 1	707	505,000	0.1099%	0.1270%	5,103	425	162	13	8,103	675	5,264	439	13,206	1,101
8 V	1 / 1	707	510,000	0.1099%	0.1270%	5,103	425	163	14	8,184	682	5,266	439	13,286	1,107
9 V	1 / 1	707	515,000	0.1099%	0.1270%	5,103	425	165	14	8,264	689	5,268	439	13,367	1,114
10 V	1 / 1	707	520,000	0.1099%	0.1270%	5,103	425	166	14	8,344	695	5,269	439	13,447	1,121
11 V	1 / 1	707	525,000	0.1099%	0.1270%	5,103	425	168	14	8,424	702	5,271	439	13,527	1,127
12 V	1 / 1	707	530,000	0.1099%	0.1270%	5,103	425	170	14	8,505	709	5,272	439	13,607	1,134
14 V	1 / 1	707	535,000	0.1099%	0.1270%	5,103	425	171	14	8,585	715	5,274	440	13,688	1,141
15 V	1 / 1	707	555,000	0.1099%	0.1270%	5,103	425	178	15	8,906	742	5,280	440	14,008	1,167
16 V	1 / 1	707	545,000	0.1099%	0.1270%	5,103	425	174	15	8,745	729	5,277	440	13,848	1,154
17 V	1 / 1	707	550,000	0.1099%	0.1270%	5,103	425	176	15	8,825	735	5,279	440	13,928	1,161
18 V	1 / 1	707	555,000	0.1099%	0.1270%	5,103	425	178	15	8,906	742	5,280	440	14,008	1,167
19 V	1 / 1	707	560,000	0.1099%	0.1270%	5,103	425	179	15	8,986	749	5,282	440	14,089	1,174
20 V	1 / 1	707	565,000	0.1099%	0.1270%	5,103	425	181	15	9,066	756	5,284	440	14,169	1,181
3 W	0 / 1	549	325,000	0.0854%	0.0987%	3,965	330	104	9	5,215	435	4,069	339	9,180	765
4 W	0 / 1	549	330,000	0.0854%	0.0987%	3,965	330	106	9	5,295	441	4,071	339	9,260	772
5 W	0 / 1	549	335,000	0.0854%	0.0987%	3,965	330	107	9	5,375	448	4,072	339	9,341	778
6 W	0 / 1	549	325,000	0.0854%	0.0987%	3,965	330	104	9	5,215	435	4,069	339	9,180	765
7 W	0 / 1	549	330,000	0.0854%	0.0987%	3,965	330	106	9	5,295	441	4,071	339	9,260	772

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)		OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
8 W	0 / 1	549		335,000	0.0854%	0.0987%	3,965	330	107	9	5,375	448	4,072	339	9,341	778
9 W	0 / 1	549		340,000	0.0854%	0.0987%	3,965	330	109	9	5,456	455	4,074	340	9,421	785
10 W	0 / 1	549		345,000	0.0854%	0.0987%	3,965	330	110	9	5,536	461	4,076	340	9,501	792
11 W	0 / 1	549		350,000	0.0854%	0.0987%	3,965	330	112	9	5,616	468	4,077	340	9,581	798
12 W	0 / 1	549		355,000	0.0854%	0.0987%	3,965	330	114	9	5,696	475	4,079	340	9,662	805
14 W	0 / 1	549		360,000	0.0854%	0.0987%	3,965	330	115	10	5,777	481	4,080	340	9,742	812
15 W	0 / 1	549		375,000	0.0854%	0.0987%	3,965	330	120	10	6,017	501	4,085	340	9,983	832
16 W	0 / 1	549		370,000	0.0854%	0.0987%	3,965	330	118	10	5,937	495	4,084	340	9,902	825
17 W	0 / 1	549		375,000	0.0854%	0.0987%	3,965	330	120	10	6,017	501	4,085	340	9,983	832
18 W	0 / 1	549		380,000	0.0854%	0.0987%	3,965	330	122	10	6,098	508	4,087	341	10,063	839
19 W	0 / 1	549		385,000	0.0854%	0.0987%	3,965	330	123	10	6,178	515	4,088	341	10,143	845
20 W	0 / 1	549		390,000	0.0854%	0.0987%	3,965	330	125	10	6,258	522	4,090	341	10,223	852
SUBTOTAL	**441**	**550,618**	**(7,064)**	**450,310,000**	**85.8957%**	**99.2920%**	**3,988,237**	**332,353**	**144,173**	**12,014**	**7,225,794**	**602,150**	**4,132,410**	**344,367**	**11,214,031**	**934,503**
Storage Unit No.1	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.2	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.3	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.4	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.5	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.6	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.7	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.8	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.9	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.10	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.11	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.12	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.13	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.14	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.15	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.16	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.17	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.18	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.19	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.20	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.21	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.22	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.23	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.24	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.25	16	10,000			0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.26		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.27		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.28		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.29		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.30		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.31		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.32		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.33		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.34		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.35		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.36		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.37		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.38		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.39		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.40		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.41		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.42		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.43		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.44		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.45		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.46		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.47		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.48		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.49		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.50		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.51		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.52		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.53		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.54		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.55		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.56		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.57		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.58		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.59		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.60		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.61		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.62		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.63		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.64		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.65		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.66		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.67		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.68		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.69		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.70		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.71		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.72		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.73		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.74		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.75		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.76		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.77		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.78		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.79		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.80		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.81		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.82		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.83		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.84		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.85		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.86		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.87		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.88		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.89		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.90		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.91		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.92		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.93		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.94		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.95		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.96		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.97		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.98		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.99		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.100		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.101		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.102		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.103		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.104		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.105		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.106		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.107		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.108		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.109		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.110		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.111		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.112		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.113		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.114		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.115		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.116		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.117		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.118		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.119		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.120		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.121		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.122		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.123		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.124		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.125		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.126		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.127		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.128		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.129		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.130		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.131		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.132		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.133		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.134		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.135		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.136		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.137		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.138		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.139		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.140		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.141		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.142		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.143		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.144		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.145		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.146		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.147		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.148		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.149		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.150		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.151		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.152		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.153		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.154		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.155		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.156		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.157		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.158		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.159		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.160		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.161		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.162		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.163		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.164		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.165		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.166		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.167		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.168		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.169		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.170		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.171		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.172		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.173		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.174		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.175		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.176		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.177		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.178		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.179		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.180		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.181		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19

(T) = Terrace

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.182		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.183		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.184		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.185		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.186		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.187		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.188		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.189		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.190		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.191		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.192		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.193		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.194		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.195		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.196		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.197		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.198		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.199		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.200		16	10,000	0.0025%	0.0029%	70	6	3	0.27	160	13	73	6	230	19
Storage Unit No.201		720	450,000	0.1125%	0.1300%	3,130	261	144	12.01	7,221	602	3,274	273	10,351	863
SUBTOTAL	**201**	**3,920**	**2,450,000**	**0.6125%**	**0.7080%**	**17,041**	**1,420**	**784**	**66**	**39,313**	**3,276**	**17,825**	**1,486**	**56,354**	**4,696**
Comm. Unit 1 - Garage		84,976	9,500,000	13.2121%	-	163,631	13,636	9,571	798	479,682	39,973	173,202	14,433	643,313	53,609
Comm. Unit 2 - Office		1,275	500,000	0.2797%	-	3,569	297	204	17	10,241	853	3,773	314	13,810	1,151
SUBTOTAL		**86,251**	**10,000,000**	**13.4918%**	**-**	**167,200**	**13,933**	**9,775**	**815**	**489,923**	**40,827**	**176,975**	**14,748**	**657,123**	**54,760**
GRAND TOTAL		**640,789**	**462,760,000**	**100.0000%**	**100.0000%**	**4,172,478**	**347,707**	**154,733**	**12,895**	**7,755,031**	**646,253**	**4,327,210**	**360,602**	**11,927,509**	**993,959**

(T) = Terrace

EXHIBIT 5

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION ANTICIPATED TO BEGIN JANUARY 1, 2003

PROJECTED RECEIPTS

Common Charges Allocable to Residential Units	$ 3,988,238	(A)
Common Charges Allocable to Storage Units	$ 17,041	(B)
Common Charges Allocable to Garage Unit	$ 163,631	(C)
Common Charges Allocable to Office Unit	$ 3,569	(D)
TOTAL PROJECTED REVENUE	$ 4,172,479	

PROJECTED EXPENSES

		OVERALL CONDO BUDGET	RESIDENTIAL UNITS	STORAGE UNITS	GARAGE UNIT	OFFICE UNIT
	A.Labor	$1,721,668	$1,673,780	$10,545	$36,569	$774
B.	Heat/Hot Water	333,317	307,329	N/A	25,373	614
C.	Electricity	687,189	687,189	N/A	N/A	N/A
D.	Gas	24,586	24,586	N/A	N/A	N/A
E.	Water Charges and Sewer Rents	162,136	160,795	N/A	1,305	36
F.	Telephone and Miscellaneous	33,500	28,775	205	4,426	94
G.	Repairs and Maintenance	99,500	85,466	609	13,146	278
H.	Services and Supplies	315,450	309,047	1,932	4,360	110
I.	Insurance	152,100	130,647	932	20,096	425
J.	Management Fee	150,000	128,844	919	19,818	420
K.	Legal and Audit Fees	17,000	14,602	104	2,246	48
L.	Superintendent's Unit	90,693	77,902	555	11,983	254
M.	Health Club	166,194	166,194	N/A	N/A	N/A
N.	Park Maintenance	109,805	94,318	673	14,508	307
O.	Amtrak Operating Payment and Insurance Cost	59,341	50,971	363	7,840	166
P.	Contingency	50,000	47,792	204	1,961	43
	TOTAL EXPENSES	$ 4,172,479	$ 3,988,238	$ 17,041	$ 163,631	$3,569

FIFTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR :	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First through Fourth Amendments, is hereby further amended by this Fifth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: February 9, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
February 8, 2001

UNIT	REVISED OFFERING PRICE
3 A	535,000
4 A	540,000
5 A	545,000
6 A	550,000
7 A	555,000
8 A	560,000
9 A	565,000
10 A	570,000
11 A	575,000
12 A	580,000
14 A	585,000
15 A	605,000
16 A	595,000
17 A	600,000
18 A	605,000
19 A	610,000
20 A	615,000
3 B	485,000
4 B	490,000
5 B	495,000
6 B	500,000
7 B	505,000
8 B	510,000
9 B	515,000
10 B	520,000
11 B	525,000
12 B	530,000
14 B	535,000
15 B	555,000
16 B	545,000
17 B	550,000
18 B	555,000
19 B	560,000
20 B	565,000
3 C	450,000
4 C	455,000
5 C	460,000
6 C	465,000
7 C	470,000
8 C	475,000
9 C	480,000
10 C	485,000
11 C	490,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
February 8, 2001

UNIT	REVISED OFFERING PRICE
12 C	495,000
14 C	500,000
15 C	520,000
16 C	515,000
17 C	520,000
18 C	525,000
19 C	530,000
20 C	535,000
24 C	1,540,000
25 C	1,555,000
26 C	1,570,000
27 C	1,585,000
28 C	1,600,000
6 D	760,000
7 D	765,000
8 D	770,000
9 D	775,000
10 D	780,000
11 D	785,000
12 D	790,000
14 D	795,000
15 D	815,000
16 D	805,000
17 D	810,000
18 D	815,000
19 D	820,000
20 D	850,000
29 E	625,000
30 E	630,000
6 F(T)	625,000
7 F	535,000
8 F	540,000
9 F	545,000
10 F	550,000
11 F	555,000
12 F	560,000
14 F	565,000
15 F	585,000
16 F	560,000
17 F	565,000
18 F	570,000
19 F	575,000
20 F	605,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
February 8, 2001

UNIT	REVISED OFFERING PRICE
29 F	705,000
30 F	715,000
29 G(T)	1,670,000
30 G	1,380,000
9 N	1,425,000
10 N	1,440,000
11 N	1,455,000
12 N	1,470,000
14 N	1,485,000
15 N	1,500,000
3 P	435,000
4 P	440,000
5 P	445,000
6 P	455,000
7 P	460,000
8 P	465,000
9 P	440,000
10 P	445,000
11 P	450,000
12 P	455,000
14 P	460,000
15 P	465,000
3 R	455,000
4 R	460,000
5 R	465,000
6 R	470,000
7 R	475,000
8 R	480,000
9 R(T)	660,000
10 R	565,000
11 R	570,000
12 R	575,000
14 R	580,000
15 R	585,000
3 S	440,000
4 S	445,000
5 S	450,000
6 S	455,000
7 S	460,000
8 S	465,000
3 T	600,000
4 T	605,000
5 T	610,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
February 8, 2001

UNIT	REVISED OFFERING PRICE
6 T	615,000
7 T	620,000
8 T	625,000
3 U	545,000
4 U	550,000
5 U	555,000
6 U	560,000
7 U	565,000
8 U	570,000
9 U	575,000
10 U	580,000
11 U	585,000
12 U	590,000
14 U	595,000
15 U	615,000
3 V	485,000
4 V	490,000
5 V	495,000
6 V	500,000
7 V	505,000
8 V	510,000
9 V	515,000
10 V	520,000
11 V	525,000
12 V	530,000
14 V	535,000
15 V	555,000
16 V	545,000
17 V	550,000
18 V	555,000
19 V	560,000
20 V	565,000
3 W	325,000
4 W	330,000
5 W	335,000

FOURTH AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR : **HUDSON WATERFRONT COMPANY B, LLC**
175 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SELLING AGENT: **THE MARKETING DIRECTORS, INC.**
750 LEXINGTON AVENUE
NEW YORK, NEW YORK 10022

The Offering Plan dated October 23, 2000 (the **"Plan"**), as previously amended by First through Third Amendments, is hereby further amended by this Fourth Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: January 22, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 22, 2001

UNIT	REVISED OFFERING PRICE
15 A	580,000
15 B	530,000
15 C	495,000
16 C	490,000
17 C	495,000
18 C	500,000
19 C	505,000
20 C	510,000
15 D	790,000
20 D	825,000
15 E	1,080,000
20 E	1,130,000
15 F	560,000
20 F	580,000
15 G	645,000
20 G	680,000
5 J	1,265,000
5 K	840,000
5 L	1,140,000
5 M	1,165,000
20 M	1,345,000
5 N	1,365,000
20 N	2,275,000
15 U	590,000
16 U	555,000
17 U	560,000
18 U	565,000
19 U	570,000
20 U	600,000
15 V	530,000
16 V	520,000
17 V	525,000
18 V	530,000
19 V	535,000
20 V	540,000
15 W	375,000

THIRD AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR :	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First and Second Amendments, is hereby further amended by this Third Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: January 8, 2001

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 4, 2001

UNIT	REVISED OFFERING PRICE
3 C	425,000
4 C	430,000
5 C	435,000
6 C	440,000
7 C	445,000
8 C	450,000
9 C	455,000
10 C	460,000
11 C	465,000
12 C	470,000
14 C	475,000
15 C	480,000
16 C	470,000
17 C	475,000
18 C	480,000
19 C	485,000
20 C	490,000
29 F	680,000
30 F	690,000
3 R	430,000
4 R	435,000
5 R	440,000
6 R	445,000
7 R	450,000
8 R	455,000
3 U	520,000
4 U	525,000
5 U	530,000
6 U	535,000
7 U	540,000
8 U	545,000
9 U	550,000
10 U	555,000
11 U	560,000
12 U	565,000
14 U	570,000
15 U	575,000
Storage Unit No.1	10,000
Storage Unit No.2	10,000
Storage Unit No.3	10,000
Storage Unit No.4	10,000
Storage Unit No.5	10,000
Storage Unit No.6	10,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 4, 2001

UNIT	REVISED OFFERING PRICE
Storage Unit No.7	10,000
Storage Unit No.8	10,000
Storage Unit No.9	10,000
Storage Unit No.10	10,000
Storage Unit No.11	10,000
Storage Unit No.12	10,000
Storage Unit No.13	10,000
Storage Unit No.14	10,000
Storage Unit No.15	10,000
Storage Unit No.16	10,000
Storage Unit No.17	10,000
Storage Unit No.18	10,000
Storage Unit No.19	10,000
Storage Unit No.20	10,000
Storage Unit No.21	10,000
Storage Unit No.22	10,000
Storage Unit No.23	10,000
Storage Unit No.24	10,000
Storage Unit No.25	10,000
Storage Unit No.26	10,000
Storage Unit No.27	10,000
Storage Unit No.28	10,000
Storage Unit No.29	10,000
Storage Unit No.30	10,000
Storage Unit No.31	10,000
Storage Unit No.32	10,000
Storage Unit No.33	10,000
Storage Unit No.34	10,000
Storage Unit No.35	10,000
Storage Unit No.36	10,000
Storage Unit No.37	10,000
Storage Unit No.38	10,000
Storage Unit No.39	10,000
Storage Unit No.40	10,000
Storage Unit No.41	10,000
Storage Unit No.42	10,000
Storage Unit No.43	10,000
Storage Unit No.44	10,000
Storage Unit No.45	10,000
Storage Unit No.46	10,000
Storage Unit No.47	10,000
Storage Unit No.48	10,000
Storage Unit No.49	10,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 4, 2001

UNIT	REVISED OFFERING PRICE
Storage Unit No.50	10,000
Storage Unit No.51	10,000
Storage Unit No.52	10,000
Storage Unit No.53	10,000
Storage Unit No.54	10,000
Storage Unit No.55	10,000
Storage Unit No.56	10,000
Storage Unit No.57	10,000
Storage Unit No.58	10,000
Storage Unit No.59	10,000
Storage Unit No.60	10,000
Storage Unit No.61	10,000
Storage Unit No.62	10,000
Storage Unit No.63	10,000
Storage Unit No.64	10,000
Storage Unit No.65	10,000
Storage Unit No.66	10,000
Storage Unit No.67	10,000
Storage Unit No.68	10,000
Storage Unit No.69	10,000
Storage Unit No.70	10,000
Storage Unit No.71	10,000
Storage Unit No.72	10,000
Storage Unit No.73	10,000
Storage Unit No.74	10,000
Storage Unit No.75	10,000
Storage Unit No.76	10,000
Storage Unit No.77	10,000
Storage Unit No.78	10,000
Storage Unit No.79	10,000
Storage Unit No.80	10,000
Storage Unit No.81	10,000
Storage Unit No.82	10,000
Storage Unit No.83	10,000
Storage Unit No.84	10,000
Storage Unit No.85	10,000
Storage Unit No.86	10,000
Storage Unit No.87	10,000
Storage Unit No.88	10,000
Storage Unit No.89	10,000
Storage Unit No.90	10,000
Storage Unit No.91	10,000
Storage Unit No.92	10,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 4, 2001

UNIT	REVISED OFFERING PRICE
Storage Unit No.93	10,000
Storage Unit No.94	10,000
Storage Unit No.95	10,000
Storage Unit No.96	10,000
Storage Unit No.97	10,000
Storage Unit No.98	10,000
Storage Unit No.99	10,000
Storage Unit No.100	10,000
Storage Unit No.101	10,000
Storage Unit No.102	10,000
Storage Unit No.103	10,000
Storage Unit No.104	10,000
Storage Unit No.105	10,000
Storage Unit No.106	10,000
Storage Unit No.107	10,000
Storage Unit No.108	10,000
Storage Unit No.109	10,000
Storage Unit No.110	10,000
Storage Unit No.111	10,000
Storage Unit No.112	10,000
Storage Unit No.113	10,000
Storage Unit No.114	10,000
Storage Unit No.115	10,000
Storage Unit No.116	10,000
Storage Unit No.117	10,000
Storage Unit No.118	10,000
Storage Unit No.119	10,000
Storage Unit No.120	10,000
Storage Unit No.121	10,000
Storage Unit No.122	10,000
Storage Unit No.123	10,000
Storage Unit No.124	10,000
Storage Unit No.125	10,000
Storage Unit No.126	10,000
Storage Unit No.127	10,000
Storage Unit No.128	10,000
Storage Unit No.129	10,000
Storage Unit No.130	10,000
Storage Unit No.131	10,000
Storage Unit No.132	10,000
Storage Unit No.133	10,000
Storage Unit No.134	10,000
Storage Unit No.135	10,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 4, 2001

UNIT	REVISED OFFERING PRICE
Storage Unit No.136	10,000
Storage Unit No.137	10,000
Storage Unit No.138	10,000
Storage Unit No.139	10,000
Storage Unit No.140	10,000
Storage Unit No.141	10,000
Storage Unit No.142	10,000
Storage Unit No.143	10,000
Storage Unit No.144	10,000
Storage Unit No.145	10,000
Storage Unit No.146	10,000
Storage Unit No.147	10,000
Storage Unit No.148	10,000
Storage Unit No.149	10,000
Storage Unit No.150	10,000
Storage Unit No.151	10,000
Storage Unit No.152	10,000
Storage Unit No.153	10,000
Storage Unit No.154	10,000
Storage Unit No.155	10,000
Storage Unit No.156	10,000
Storage Unit No.157	10,000
Storage Unit No.158	10,000
Storage Unit No.159	10,000
Storage Unit No.160	10,000
Storage Unit No.161	10,000
Storage Unit No.162	10,000
Storage Unit No.163	10,000
Storage Unit No.164	10,000
Storage Unit No.165	10,000
Storage Unit No.166	10,000
Storage Unit No.167	10,000
Storage Unit No.168	10,000
Storage Unit No.169	10,000
Storage Unit No.170	10,000
Storage Unit No.171	10,000
Storage Unit No.172	10,000
Storage Unit No.173	10,000
Storage Unit No.174	10,000
Storage Unit No.175	10,000
Storage Unit No.176	10,000
Storage Unit No.177	10,000
Storage Unit No.178	10,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
January 4, 2001

UNIT	REVISED OFFERING PRICE
Storage Unit No.179	10,000
Storage Unit No.180	10,000
Storage Unit No.181	10,000
Storage Unit No.182	10,000
Storage Unit No.183	10,000
Storage Unit No.184	10,000
Storage Unit No.185	10,000
Storage Unit No.186	10,000
Storage Unit No.187	10,000
Storage Unit No.188	10,000
Storage Unit No.189	10,000
Storage Unit No.190	10,000
Storage Unit No.191	10,000
Storage Unit No.192	10,000
Storage Unit No.193	10,000
Storage Unit No.194	10,000
Storage Unit No.195	10,000
Storage Unit No.196	10,000
Storage Unit No.197	10,000
Storage Unit No.198	10,000
Storage Unit No.199	10,000
Storage Unit No.200	10,000
Storage Unit No.201	450,000

SECOND AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR :	**HUDSON WATERFRONT COMPANY B, LLC** **175 RIVERSIDE BOULEVARD** **NEW YORK, NEW YORK 10069**
SELLING AGENT:	**THE MARKETING DIRECTORS, INC.** **750 LEXINGTON AVENUE** **NEW YORK, NEW YORK 10022**

The Offering Plan dated October 23, 2000 (the "**Plan**"), as previously amended by First Amendment, is hereby further amended by this Second Amendment, as follows:

A. PRICE CHANGES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been changed, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: December 8, 2000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
December 7, 2000

UNIT	REVISED OFFERING PRICE
3 A	510,000
4 A	515,000
5 A	520,000
6 A	525,000
7 A	530,000
8 A	535,000
9 A	540,000
10 A	545,000
11 A	550,000
12 A	555,000
14 A	560,000
15 A	565,000
16 A	570,000
17 A	575,000
18 A	580,000
19 A	585,000
20 A	590,000
21 A(T)	1,145,000
22 A	975,000
23 A	995,000
29 A(T)	1,695,000
PH1 A	3,505,000
PH2 A	3,605,000
PH3 A	3,705,000
PH4 A	3,905,000
24 B	950,000
25 B	960,000
26 B	970,000
27 B	980,000
28 B	990,000
PH1 B	2,180,000
PH2 B	2,205,000
PH3 B	2,230,000
PH4 B	2,355,000
3 C	415,000
4 C	420,000
5 C	425,000
22 C	930,000
23 C	940,000
PH1 C	1,605,000
PH2 C	1,630,000
PH3 C	1,655,000
PH4 C	1,780,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
December 7, 2000

UNIT	REVISED OFFERING PRICE
6 D	735,000
7 D	740,000
8 D	745,000
9 D	750,000
10 D	755,000
11 D	760,000
12 D	765,000
14 D	770,000
15 D	775,000
16 D	780,000
17 D	785,000
18 D	790,000
19 D	795,000
20 D	800,000
31 D(T)	2,105,000
3 E	450,000
4 E	455,000
5 E	460,000
6 E(T)	1,275,000
7 E	975,000
8 E	985,000
9 E	990,000
10 E	995,000
21 E	560,000
24 E	575,000
25 E	580,000
26 E	585,000
27 E	590,000
28 E	595,000
29 E	600,000
30 E	605,000
3 F	900,000
4 F	910,000
5 F	920,000
6 F(T)	600,000
7 F	510,000
8 F	515,000
9 F	520,000
10 F	525,000
11 F	530,000
12 F	535,000
14 F	540,000
15 F	545,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
December 7, 2000

UNIT	REVISED OFFERING PRICE
16 F	535,000
17 F	540,000
18 F	545,000
19 F	550,000
20 F	555,000
21 F	660,000
22 F	565,000
23 F	570,000
24 F	675,000
25 F	680,000
26 F	685,000
27 F	690,000
28 F	695,000
22 G	665,000
23 G	670,000
29 G(T)	1,645,000
3 H	980,000
4 H	990,000
5 H	1,000,000
6 J	1,655,000
7 J	1,670,000
8 J	1,685,000
9 J	1,700,000
10 J	1,715,000
11 J	1,730,000
12 J	1,745,000
14 J	1,760,000
15 J	1,775,000
16 J(T)	1,730,000
3 K	760,000
4 K	810,000
5 K	815,000
6 K	845,000
7 K	850,000
8 K	855,000
9 K	860,000
10 K	865,000
11 K	870,000
12 K	875,000
14 K	880,000
15 K	885,000
6 M	1,155,000
7 M	1,165,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
December 7, 2000

UNIT	REVISED OFFERING PRICE
8 M	1,175,000
9 M	1,185,000
10 M	1,195,000
11 M	1,205,000
12 M	1,215,000
14 M	1,225,000
15 M	1,235,000
16 M(T)	1,465,000
17 M	1,255,000
18 M	1,265,000
19 M	1,275,000
20 M	1,285,000
4 N	1,280,000
5 N	1,315,000
6 N	1,330,000
7 N	1,345,000
8 N	1,360,000
9 N	1,375,000
10 N	1,390,000
11 N	1,405,000
12 N	1,420,000
14 N	1,435,000
15 N	1,450,000
3 P	415,000
4 P	420,000
5 P	425,000
6 P	430,000
7 P	435,000
8 P	440,000
9 P	415,000
10 P	420,000
11 P	425,000
12 P	430,000
14 P	435,000
15 P	440,000
3 R	420,000
4 R	425,000
5 R	430,000
6 R	435,000
7 R	440,000
8 R	445,000
3 S	415,000
4 S	420,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS
December 7, 2000

UNIT	REVISED OFFERING PRICE
5 S	425,000
6 S	430,000
7 S	435,000
8 S	440,000
3 T	575,000
4 T	580,000
5 T	585,000
6 T	590,000
7 T	595,000
8 T	600,000
3 U	500,000
4 U	505,000
5 U	510,000
6 U	515,000
7 U	520,000
8 U	525,000
9 U	530,000
10 U	535,000
11 U	540,000
12 U	545,000
14 U	550,000
15 U	555,000
3 V	460,000
4 V	465,000
5 V	470,000
6 V	475,000
7 V	480,000
8 V	485,000
9 V	490,000
10 V	495,000
11 V	500,000
12 V	505,000
14 V	510,000
15 V	515,000

FIRST AMENDMENT
TO CONDOMINIUM OFFERING PLAN
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SPONSOR : **HUDSON WATERFRONT COMPANY B, LLC**
175 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

SELLING AGENT: **THE MARKETING DIRECTORS, INC.**
750 LEXINGTON AVENUE
NEW YORK, NEW YORK 10022

The Offering Plan dated October 23, 2000 (the "**Plan**") is hereby amended by this First Amendment, as follows:

A. PRICE INCREASES

Sponsor has increased the prices of certain Units offered for sale under the amended Plan. A list of Units for which prices have been increased, together with the new price for each such Unit, is attached to this Amendment as **Schedule A**.

If a new price is shown on **Schedule A** for a Unit already under contract pursuant to a Purchase Agreement signed by Purchaser and Sponsor, the Purchaser under that Purchase Agreement will be required to pay the price in the signed Purchase Agreement and not the price in this Amendment.

B. DEFINITIONS; INCORPORATION OF PLAN; FULL FORCE AND EFFECT

All terms used in this Amendment and not defined in this Amendment, shall have the meanings given to them in the Plan. The Plan, as modified and supplemented by this Amendment, is incorporated into this Amendment as if fully set forth herein. The Plan as amended, remains in full force and effect.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

Dated: November 9, 2000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS

UNIT	REVISED OFFERING PRICE
21 A(T)	1,095,000
22 A	905,000
23 A	950,000
PH1 A	3,255,000
PH2 A	3,355,000
PH3 A	3,455,000
PH4 A	3,655,000
6 C	430,000
7 C	435,000
8 C	440,000
9 C	445,000
10 C	450,000
11 C	455,000
12 C	460,000
14 C	465,000
15 C	470,000
16 C	460,000
17 C	465,000
18 C	470,000
19 C	475,000
20 C	480,000
6 D	715,000
7 D	720,000
8 D	725,000
9 D	730,000
10 D	735,000
11 D	740,000
12 D	745,000
14 D	750,000
15 D	755,000
16 D	760,000
17 D	765,000
18 D	770,000
19 D	775,000
20 D	780,000
21 D	1,090,000
24 D	1,120,000
25 D	1,130,000
26 D	1,140,000
27 D	1,150,000
28 D	1,160,000
29 D	1,170,000
30 D	1,180,000
10 E	990,000
11 E	1,000,000
12 E	1,010,000
14 E	1,020,000
15 E	1,030,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS

UNIT	REVISED OFFERING PRICE
16 E	1,040,000
17 E	1,050,000
18 E	1,060,000
19 E	1,070,000
20 E	1,080,000
22 E	1,100,000
23 E	1,110,000
6 G(T)	640,000
7 G	595,000
8 G	600,000
9 G	605,000
10 G	610,000
11 G	615,000
12 G	620,000
14 G	625,000
15 G	630,000
16 G	635,000
17 G	640,000
18 G	645,000
19 G	650,000
20 G	655,000
6 J	1,630,000
7 J	1,645,000
8 J	1,660,000
9 J	1,675,000
10 J	1,690,000
11 J	1,705,000
12 J	1,720,000
14 J	1,735,000
15 J	1,750,000
3 K	730,000
4 K	780,000
5 K	785,000
6 K	815,000
7 K	820,000
8 K	825,000
9 K	830,000
10 K	835,000
11 K	840,000
12 K	845,000
14 K	850,000
15 K	855,000
3 U	475,000
4 U	480,000
5 U	485,000
6 U	490,000
7 U	495,000
8 U	500,000

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
SCHEDULE OF OFFERING PRICE REVISIONS

UNIT	REVISED OFFERING PRICE
9 U	505,000
10 U	510,000
11 U	515,000
12 U	520,000
14 U	525,000
15 U	530,000
16 U	535,000
17 U	540,000
18 U	545,000
19 U	550,000
20 U	555,000
3 V	440,000
4 V	445,000
5 V	450,000
6 V	455,000
7 V	460,000
8 V	465,000
9 V	470,000
10 V	475,000
11 V	480,000
12 V	485,000
14 V	490,000
15 V	495,000
16 V	500,000
17 V	505,000
18 V	510,000
19 V	515,000
20 V	520,000

TABLE OF CONTENTS

Section			Page
	SPECIAL RISKS		-v-
A.	INTRODUCTION		1
	1.	General	1
	2.	Riverside/Trump Place	1
	3.	Riverside South Planning Corporation	2
	4.	Riverside South Property Owners Association	3
	5.	The Building	3
	6.	Features of Condominium Ownership	4
	7.	Offer to Sell	5
B.	DEFINITIONS		6
C.	DESCRIPTION OF PROPERTY AND IMPROVEMENTS		15
	1.	The Property	15
	2.	The Units	16
	3.	Common Elements	17
	4.	Services and Amenities	18
	5.	Optional Services and Amenities	20
D.	LOCATION AND AREA INFORMATION		22
	1.	Location	22
	2.	Transportation	22
	4.	Educational Facilities	23
	5.	Medical Facilities	23
	6.	Religious Facilities	23
	7.	Municipal Services	24
	8.	Streets	24
	9.	Mailing Address	25
	10.	Zoning and Use	25
E.	SCHEDULE A	OFFERING PRICES AND RELATED INFORMATION	26
F.	SCHEDULE B	PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION	47
	SCHEDULE B-1	RIVERSIDE PARK BUDGET FOR PARK MAINTENANCE AND OPERATION FOR 2000	60
	SCHEDULE B-1.1	RIVERSIDE PARK PROJECTED INSURANCE BUDGET FOR PARK OPERATION FOR 2003	63

Page

SCHEDULE B-2 AMTRAK OVERBUILD PROJECTED OPERATING AND MAINTENANCE BUDGET FOR 2003 FOR BUILDING LOCATED ON PARCEL "B" 64

SCHEDULE B-2.1 PROJECTED ANNUAL INSURANCE COST UNDER AMTRAK AGREEMENT FOR PARCEL B FOR 2003 65

SCHEDULE C SCHEDULE OF PROJECTED RESIDENTIAL UNIT ELECTRICITY COSTS 66

G. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i 67

H. CHANGES IN PRICES AND UNITS 68
1. Changes in Prices 68
2. Changes in Units 68

I. PROCEDURE TO PURCHASE 70

J. EFFECTIVE DATE 76

K. CLOSING OF TITLE TO UNITS 77

L. CLOSING COSTS AND ADJUSTMENTS 82

M. RIGHTS AND OBLIGATIONS OF SPONSOR 89
1. Generally 89
2. Leasing and Use of Unsold Units 94

N. CONTROL BY SPONSOR 96

O. RIGHTS AND OBLIGATIONS OF UNIT OWNERS/SUMMARY OF BY-LAW PROVISIONS 97

P. RIGHTS AND OBLIGATIONS OF RESIDENTIAL COMMITTEE AND BOARD OF MANAGERS/SUMMARY OF BY-LAW PROVISIONS 104

Q. TAXES - TAX STATUS OF CONDOMINIUM, INCOME TAX DEDUCTIONS TO UNIT OWNERS AND REAL ESTATE TAX BENEFITS 108
1. Tax Status of Condominium 108
2. Income Tax Deductions to Residential Unit Owners 109
3. Real Estate Tax Benefits 110

R. WORKING CAPITAL FUND AND RESERVE FUND 113
1. Working Capital Fund 113
2. Reserve Fund 113

S. AGREEMENTS BINDING ON THE CONDOMINIUM 114

T. IDENTITY OF PARTIES 123

U. REPORTS TO UNIT OWNERS 125

V. DOCUMENTS ON FILE 126

W. GENERAL 127

X. SPONSOR'S STATEMENT OF BUILDING CONDITION 128

PART II

1. Architect's Description of Property and Specifications 131

2. Floor Plans of Units 161

3. Site Plan for Trump Place 293

4. Form of Purchase Agreement 295

5. Form of Inspection Statement 309

6. Form of Power of Attorney 311

7. Form of Unit Deed 317

8. Declaration of Condominium 327

9. Condominium By-Laws 387

10. Initial Rules and Regulations of 220 Riverside Boulevard at Trump Place 453

11. Distinctive Sidewalk Improvement Maintenance Agreement 459

12. Real Estate Tax Counsel's Opinions 475
1. Eligibility for Section 421-a Benefits
2. Post-Completion Assessed Value

13. Offering Plan Counsel's Opinions 489
1. Tax Aspects of Condominium
2. Compliance with Real Property Law Section 339-i

14. Escrow Agreement for Contract Down Payments 499

15. Form of Application to the Attorney General for a Determination of the Disposition of Down Payments 507

16. Certifications
1. Sponsor 515
2. Sponsor's Architect 517
3. Sponsor's Budget Expert 521
4. Sponsor's Expert on Adequacy of Common Charges Payable by Non-Residential Units 523

SPECIAL RISKS

Capitalized terms used in this Section and not defined in this Section shall have the meanings given in the "Definitions" section of this Offering Plan, found in Part I, Section B.

1. The Property is part of a large development area on the west side of Manhattan originally referred to as "Riverside" and now referred to as "Trump Place" as well. All Owners of Development Parcels in Riverside are Members of the Riverside South Property Owners Association, Inc. (the "***Property Owners Association***"). The primary purpose of the Property Owners Association is to assess its members for the cost of maintaining the Park Areas contained within Riverside and to own certain "***Public Access Areas***." The Property Owners Association is operated pursuant to a "***Property Owners Declaration***." The Board of Managers will be considered the "***Owner***" of the Property under the Property Owners Declaration, and thus will be the Member of the Property Owners Association for purposes of the Property Owners Declaration. If the Board of Managers fails to pay its membership assessment to the Property Owners Association, the Property Owners Association may take action against the Board of Managers generally, or against individual Unit Owners specifically, for their proportionate share of the assessment. See Part I, Section A and Part I, Section S of the Plan for further information.

2. The National Railroad Passenger Corporation ("***Amtrak***") owns a parcel of land (and a volume of air above it) that traverses the Property and other Development Parcels in Riverside (collectively the "***Amtrak Right of Way Parcel***"). In addition, Amtrak is the beneficiary, pursuant to the Amtrak Agreement (as described below), of an easement adjacent to the Amtrak Right of Way Parcel (the "***Amtrak Easement***"). The land under the portion of the Amtrak Easement located on the Property is part of the land comprising the Condominium and thus is part of the Common Elements of the Condominium. The "Amtrak Agreement" is an agreement entered into by Sponsor, together with the other Owners of Development Parcels comprising Riverside, with Amtrak, concerning, among other things, the Amtrak Right of Way Parcel and the Amtrak Easement. Amtrak operates its railroad trains along the Amtrak Right of Way Parcel. Pursuant to the Amtrak Agreement Amtrak may use the Amtrak Easement for maintenance of the tracks and improvements on the Amtrak Right of Way Parcel. The Building is being constructed above the Amtrak Right of Way Parcel and the Amtrak Easement. Pursuant to the Amtrak Agreement, Sponsor is obligated to install certain lighting, ventilation and fire protection Systems in the Building for Amtrak's use in connection with operation of its trains. Once constructed, these Systems will become part of the Common Elements of the Condominium. Although Amtrak will be obligated to operate and maintain the Systems, the cost and expense of such operation and maintenance will belong to the Condominium Unit Owners, which cost and expense will be paid through Condominium Common Charges. See Part I, Section S of the Plan for further information.

3. Pursuant to the Restrictive Declaration, the City of New York has an option to exercise a right to a "Light Rail Easement," also known as a "Transitway Easement." The option for the Transitway Easement, if exercised by the City of New York, would be for an easement located in essentially the same area as the Amtrak Easement. The City of New York would have the right to use the Transitway Easement for the purposes of construction, maintenance and operation of a portion of a light rail system to be constructed by the City of New York. The City of New York has acknowledged that the Transitway Easement would not be an exclusive easement and that if the City obtains the Transitway Easement, Amtrak would have the continued right to use the Transitway Easement area for the servicing and maintenance of its tracks on the Amtrak Right of Way Parcel. See Part I, Section S of this Plan for further details.

4. (i) Pursuant to the Restrictive Declaration and the Mapping Agreement, Sponsor, together with other Development Parcel Owners, is obligated to construct certain streets in Riverside. It is anticipated, but not represented or guaranteed, that the City of New York will accept dedication of one of these streets (i.e., Riverside Boulevard), a section of which is adjacent to the Building, when the street is constructed. If the City of New York does not accept dedication of Riverside Boulevard, Sponsor or an affiliate of Sponsor will retain ownership of the street and shall be responsible for maintenance, cleaning and repair of, and removal of snow from, this street.

(ii) (a) West 71st Street as same extends into the area of Riverside, is another street that is not yet built and will be constructed simultaneously with construction of the Building. However, West 71st Street as same extends into the area of Riverside is a "Public Access Area" as defined in the Mapping Agreement and Restrictive Declaration, rather than a public street, and thus will not be dedicated to the City of New York. Specifically, the area extending (i) in height, from the top of the ground floor structural slab of the Building (and from the plane created by extension of that slab to the Development Parcel to the immediate north of the Building (i.e., "***Parcel A***"), which plane will become the top of the ground floor structural slab of a building to be built on Parcel A), inclusive of all waterproofing on the slab(s), through and including the finished surface of West 71st Street and a 15-foot width of sidewalk on either side of West 71st Street, (ii) in width, from the outside face of the northern exterior wall of the Building approximately 60 feet north to a line located at what will be the outside face of the southern exterior wall of the building to be built on Parcel A, and (iii) in length, from the eastern property line of the Property to the western property line of the Property, and including all roadways, roadway structural systems, sidewalks, street signs, street lights and standard street furniture erected in, on or through this area (but excluding any and all planters, as the planters will belong to the building adjacent to which they are installed), and also including all storm drains and pipes located in, on or through this area to and including the pipes' first connection (i.e., to a building main or otherwise), comprises the "***71st Street Public Access Area***." The 71st Street Public Access Area thus is not part of the Property and will not be part of the Condominium.

(b) Sponsor will construct all but five feet of the 71st Street Public Access Area in conjunction with construction of the Building. The 5-foot portion that will not be constructed by Sponsor is the 5-foot wide band of sidewalk abutting the building to be constructed on Parcel A. That 5-foot wide section of sidewalk will be constructed by the Owner of Parcel A when and if the building on Parcel A is constructed.

(c) Pursuant to the Restrictive Declaration, Mapping Agreement and Property Owners Association, a "***Public Access Easement***" must be granted over the 71st Street Public Access Area, once the 71st Street Public Access Area is completed. The Public Access Easement will be a permanent surface level (and above) easement for use by the City of New York and the general public for vehicular and pedestrian access. The rules and regulations of the New York City Department of Transportation ("***DOT***") shall apply to the Public Access Easement in the same manner as if the Public Access Easement were a public street. Thus DOT may place traffic signs within the easement area for regulation of traffic and parking, and all laws pertaining to vehicular and pedestrian traffic and parking shall apply and shall be enforceable by the City of New York, in the same manner as if the Public Access Easement were a public street.

(d) Once all or a portion of the 71st Street Public Access Area is conveyed to the Property Owners Association, even if the Public Access Easement is not yet granted, it will be the obligation of the Owner of Parcel B (i.e., initially Sponsor and subsequently the Board of Managers of the Condominium) to implement and oversee maintenance and repair of the 71st Street Public Access Area (and,

once granted, the Public Access Easement thereon), including any structural supports, in accordance with the standards of DOT for maintenance of public streets. The cost of such physical maintenance and repair will be shared proportionately by the Owner of Parcel B and the Owner of Parcel A, in accordance with the proportions provided for in the Property Owners Declaration. Once the Condominium is established, the Board of Managers shall bill the Owner of Parcel A for Parcel A's share of this expense, including, without limitation, creation of a reserve fund for future repair and maintenance work, as the Board of Managers shall in its discretion determine, and the Owner of Parcel A shall pay its share to the Board of Managers. See Part I, Section S of this Plan for further information.

5. Due to certain site conditions at Riverside, it will be necessary for Sponsor to construct, simultaneously with and as part of construction of the Building, utility rooms and facilities for the building that eventually will be constructed on Parcel A. These rooms and facilities (collectively, the "***Parcel A Utility Space***") will be located at the cellar level of the north side of the Building under the 71st Street Public Access Area. The Parcel A Utility Space will include space for an electricity manhole, a gas and water meter room and space for Con Edison vaults. The Owner of Parcel A will have an easement for use of and access to the Parcel A Utility Space and for certain conduits running between the components of the Parcel A Utility Space. See Part I, Section S of this Plan for further information.

6. The West Side Highway (also known as the Miller Highway) is located between the Property and the Hudson River. Under the Restrictive Declaration, the West Side Highway may be relocated by the City of New York, subject to Federal, State and local government approvals, to a point closer to the Property, but such relocation may be no closer than ten (10) yards at the closest point (*i.e.*, West 69th Street below the grade elevation of Riverside Boulevard), under the applicable documents as currently written. Sponsor makes no representation or warranty as to if or when the City of New York will exercise its right to cause the relocation of the Miller Highway, or whether the necessary approvals will be granted, or how close to the Property the Miller Highway will be if it is relocated. See Part I, Section S of this Plan for further information.

7. Purchasers are advised that under this Plan, Purchasers are obligated pursuant to the terms of the Purchase Agreement, to pay the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax due in connection with their purchase. Payment of these taxes customarily is a seller's obligation absent a contractual provision to the contrary. Accordingly, New York City and New York State take the position that the amount of tax paid by Purchaser is additional consideration upon which the tax must be paid. Thus the purchase price will be "grossed up" to include the amount of tax paid by Purchaser when the amount of tax due is calculated. See Part I, Section I of this Plan for further information.

8. The services and amenities described in the Plan have been budgeted for the first year of Condominium operation. Purchasers are advised, however, that some of the services and amenities may not be in place and a full complement of Building staff may not be engaged, until the Building is fully occupied. Thus, some services and amenities may not be in service or operation and some Building personnel may not yet have been engaged, when a particular Purchaser takes occupancy. See Part I, Section C of this Plan for further information.

9. In accordance with the Declaration and By-laws, and similar to the procedures followed by many condominium projects in the City of New York, at the time a Unit Owner closes title to a Unit, the Unit Owner will be required to give a power of attorney to the Board of Managers and the Residential Committee to take action on behalf of the Unit Owner in specified limited circumstances. See

the Form of Power of Attorney in Part II of the Plan for a complete statement of the powers to be given to the Board or the Residential Committee.

10. The sidewalks adjacent to the Building are being constructed with tinted rather than white concrete. This tinting qualifies the sidewalks as "distinctive sidewalk improvements" within the parlance of the New York City Department of Buildings. Accordingly, as with any building in the City constructed with similarly tinted sidewalks, the Department of Buildings will require that a "Distinctive Sidewalk Improvement Maintenance Agreement" be entered into with respect to maintenance of the sidewalks. See Part I, Section S of the Plan for further information.

11. If Purchaser is not ready to close on the closing date scheduled by Sponsor pursuant to the Plan (the "***Original Scheduled Closing Date***"), any adjournment of the closing granted by Sponsor at Purchaser's request will, at Sponsor's discretion, be on the condition that (i) all adjustments required to be made at closing be made as of the Original Scheduled Closing Date, and (ii) Purchaser shall pay Sponsor at closing, by unendorsed personal certified or bank check drawn on a bank that is a member of the New York Clearinghouse Association, an amount derived by (a) multiplying the purchase price for the Unit by 14%, (b) dividing that product by 365, and (c) multiplying the resulting amount by the number of days the closing is delayed, beginning with the Original Scheduled Closing Date and ending with the actual closing date. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the closing date. However, the provisions shall apply to any postponements by Purchaser of an agreed-upon adjourned closing date. Sponsor reserves the right to waive any or all of the provisions of this paragraph. See Part I, Section I of the Plan for further details.

12. As described in the Plan, Sponsor represents that (i) once Common Charges are assessed against Units, Sponsor will pay all Common Charges assessed against the Units Sponsor owns while Sponsor owns the Units, (ii) Sponsor will pay special assessments, if any and all real estate taxes assessed against Units Sponsor owns while it owns the Units, (iii) Sponsor will complete construction of the Building, and (iv) Sponsor has the financial resources to meet the foregoing obligations. Purchasers are advised, however, that as is typical with a new construction condominium offering plan in New York City, no bond or other security has been posted by Sponsor to secure payment of these obligations. See Part I, Section M of the Plan for additional details.

13. Pursuant to Part I, Section J of the Plan, Sponsor may declare the Plan effective at the time Sponsor has accepted Purchase Agreements for sixty-six (66) Residential Units, which number represents fifteen percent (15%) of the Residential Units offered under the Plan. If Sponsor declares the Plan effective with said minimum number of sales, it is possible that Sponsor may be able to establish an operational condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness ultimately do not purchase a Unit.

14. (i) Sponsor may retain control of the Residential Committee of the Board of Managers until the earlier of conveyance of title to Residential Units representing 76% in Residential Allocation Percentage, or the fifth (5th) anniversary of the First Unit Closing. At all annual meetings of Unit Owners Sponsor shall have the right to vote for non-Sponsor Unit Owners nominated for election to the Board in accordance with Sponsor's ownership of Residential and Storage Units.

(ii) While Sponsor owns (i) Residential Units representing less than 25% but at least 10% in Residential Allocation Percentage, Sponsor shall have the right to appoint 3 members of the

Residential Committee, and (ii) Residential Units representing less than 10% in Residential Allocation Percentage, Sponsor shall have the right to appoint one of the members of the Residential Committee.

(iii) Until Sponsor conveys title to all Residential Units but for no longer than a period of five (5) years after the First Unit Closing, the Board of Managers shall be restricted from taking certain actions without Sponsor's prior consent. See Part I, Section N of the Plan for additional information about the items in this Paragraph 14.

15. Although a Purchaser is free to apply for a loan to finance the purchase of a Residential Unit, the Purchase Agreement that Purchaser shall be required to sign is not contingent upon Purchaser obtaining such financing. Accordingly, if a Purchaser applies for and is denied a loan. Purchaser shall still be obligated to close under the Purchase Agreement. If Purchaser fails to close under the Purchase Agreement, Purchaser may forfeit the down payment paid under the Purchase Agreement as liquidated damages. See Part I, Section I of the Plan entitled "Procedure to Purchase," for further information.

16. As Purchasers will note in reviewing the Plan, it is anticipated that the first year of Condominium operation is projected to commence in January 2003. A down payment paid on account of a Purchase Agreement for a Unit must remain on deposit in escrow until the closing for that Unit (or until the Purchase Agreement is terminated through permitted rescission or otherwise). For Purchasers purchasing early in the period of this offering, this means that the down payment funds may be held in escrow for more than a year. Recognizing the length of time that down payment funds of early Purchasers will be held in escrow, Sponsor worked with HSBC Bank USA, the institution in which the Escrow Account for down payments is to be maintained, to enable down payment funds under Purchase Agreements delivered to Escrow Agent on or before July 27, 2001 to be deposited into a certificate of deposit account which is anticipated, but not represented, guaranteed or warranted, to earn a higher rate of interest than the passbook or money market accounts into which down payment funds under offering plans typically are deposited when and if deposited into interest-bearing accounts. See Part I, Section I of the Plan entitled "Procedure to Purchase," under the subheading "Escrow Account," for further details.

OFFERING PLAN

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220 RIVERSIDE BOULEVARD
AT TRUMP PLACE

220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK

PART I

A. INTRODUCTION

1. General

Hudson Waterfront Company B, LLC ("***Sponsor***") is a Delaware limited liability company. Sponsor presents this Offering Plan (the "***Plan***") for the sale of residential condominium units (the "***Residential Units***"), storage units ("***Storage Units***") and non-residential condominium units (the "***Non-Residential Units***") on property located at 220 Riverside Boulevard, New York, New York (the "***Condominium***"). The land and the improvements on the land which will comprise the Condominium are referred to in this Plan collectively as the "***Property***."

The purpose of this Plan is to set forth all material terms of Sponsor's offer to sell Units. Sponsor may amend the terms of this Offering Plan from time to time during the period of this offering. Any such change in terms will be effected through the filing by Sponsor of an amendment to this Plan with the New York State Department of Law ("***Department of Law***"). Promptly after an amendment's acceptance by the Department of Law, the amendment will be distributed to all purchasers under contract with Sponsor, and to Unit Owners who purchased their Units from Sponsor.

This Plan is presented in two parts (both in this volume), which parts, together with any amendments to the Plan, constitute the entire Plan. Part I contains a general description of the offering and a summary of the basic documents used to purchase a Residential Unit and maintain and operate the Condominium. Part II contains forms of all such basic documents. Also included in Part II is a detailed description of the physical aspects of the Property, a site plan, legal opinions as to certain tax matters discussed in the Plan, and certifications by Sponsor, its architect and its budget expert, as to the truth and accuracy of information in the Plan for which they are primarily responsible.

Prices for Units may be found on Schedule A which is contained in Part I, Section E of the Plan. Prices were set by Sponsor alone and are not subject to review or approval by the Department of Law or any other government agency.

2. Riverside/Trump Place

The Property is located in Riverside, a large privately-owned general large-scale development on the Upper West Side of Manhattan also known as "Trump Place." Riverside comprises about 75 acres, encompassing 13 blocks with views of the Hudson River, and is bound by 72nd Street on the north, 59th Street on the south, Freedom Place and West End Avenue on the east and the Hudson River on the west.

Riverside was implemented through the City's Uniform Land Use Review Procedure and is described in detail in the "***Restrictive Declaration.***" Authorized zoning for Riverside allows for flexible development of a total of approximately eight million square feet within seventeen distinct development parcels (each a "***Development Parcel***") on eight zoning lots. It is anticipated that if and when development is completed, Riverside will include sixteen primarily residential buildings ranging in height from 18 to 49 stories and containing a total of 5,700 residential units, and one commercial building. Additionally, zoning authorization for Riverside permits parking garages within each building providing parking for an aggregate of approximately 3,500 vehicles. Zoning authorization also permits development of community facility space (approximately 336,000 square feet), local retail, theatre and studio space (approximately 138,000 square feet), professional office space (approximately 163,000 square feet), and on Parcels L/M/N, up to 1,800,000

square feet of photographic or motion picture studios, or radio and television studios. A site plan of Riverside is included in Part II of the Plan.

The Riverside project anticipates development of an approximately 21.5 acre riverfront park, extending the existing Riverside Park from 72nd Street to 59th Street (the "***Riverside Park Extension***"). Authorization also is provided for development of additional park area in the Southern Open Space, at the southern end of Riverside. The Riverside Park Extension and the Southern Open Space are each referred to individually as a "***Park Area***," and collectively as the "***Park Areas***." It is anticipated that the Park Areas will be developed in phases. Phase I of the Park Areas, extending roughly from West 72nd Street on the north to a diagonal running from West 68th Street to West 67th Street on the south, is anticipated, but not warranted or guaranteed, to be complete by the end of 2000.

A recorded Mapping Agreement delineating the Park Areas, new streets to be developed as part of Riverside, and various required easements, also governs development of Riverside.

Details of approvals and restrictions respecting Riverside are contained in the Restrictive Declaration and additional details are contained in the Mapping Agreement.

Each Owner of a Development Parcel in Riverside is obligated pursuant to the Restrictive Declaration, Mapping Agreement and Operating Agreement, to pay to a single designated builder a defined portion of the cost of construction of the Park Areas in conjunction with development of that Owner's Development Parcel, which builder is obligated to construct the Park Areas in accordance with those documents. As several Development Parcels already have had buildings developed on them, those portions of the Park Areas and streets required pursuant to the Restrictive Declaration, Mapping Agreement and Operating Agreement to have been constructed in conjunction with development of those Development Parcels already have been completed. As Sponsor owns only Parcel B, Sponsor can make no representations as to any future development of Development Parcels in Riverside and the requisite appurtenant Park Areas and streets, other than with respect to Parcel B. Accordingly, Sponsor represents that it will contribute all payments required pursuant to the Restrictive Declaration, Mapping Agreement and Operating Agreement to be contributed by the Owner of Parcel B in conjunction with development of Parcel B, towards construction of the Park Areas.

Except as set forth in the previous paragraph, Sponsor does not represent or warrant that all or any portion of the Park Areas or any other components of Riverside will be built, or if built, when construction will commence or be completed.

3. Riverside South Planning Corporation

The design of Riverside, and the obtaining of zoning and planning approvals for the development, are the result of a cooperative undertaking among governmental planning agencies, the Riverside South Planning Corporation ("***RSPC***") and the owners of the Development Parcels. RSPC, comprising major civic groups (*i.e.*, the Municipal Art Society, the Regional Plan Association, the Parks Council, Westpride and the Riverside Park Fund), remains involved in the planning and development process. This continuing public participation is intended to ensure that community interests are identified and addressed as each development phase in Riverside moves towards its final form.

4. Riverside South Property Owners Association

Sponsor and all other Owners of Development Parcels formed the Riverside South Property Owners Association, Inc. (the "***Property Owners Association***"). In conjunction with formation of the Property Owners Association, they executed and caused to be recorded in the City Register's Office, a Declaration of Covenants, Conditions and Restrictions of the Riverside South Property Owners Association, Inc. (the "***Property Owners Declaration***").

The Property Owners Association was created and the Property Owners Declaration was prepared in accordance with the Restrictive Declaration. The Property Owners Association is a membership organization, with membership limited to "Owners" of Development Parcels. The term "Owner of a Development Parcel" as used in the Property Owners Declaration, generally means the fee owner of a Development Parcel. However, with respect to a Development Parcel submitted to the Condominium Act, the condominium board of managers is deemed the Development Parcel Owner for most purposes of the Property Owners Declaration. Thus, in the case of the Condominium, the Board of Managers will serve as the Development Parcel Owner and will be a Member of the Property Owners Association. The Board of Managers will be obligated to appoint a representative to attend and represent the Board of Managers at meetings of the Property Owners Association and to vote on behalf of the Condominium at such meetings.

The specific purposes and responsibilities of the Property Owners Association are set forth in the Property Owners Declaration, which is available for review and copying, at Sponsor's expense, in the Sales Office. The Property Owners Association exists primarily to own the Public Access Areas and to collect assessments from its members for maintenance of the Park Areas. Assessments will be collected from all members of the Property Owners Association and turned over to the City of New York, which is obligated to perform the physical maintenance of the Park Areas.

5. The Building

Sponsor anticipates commencing construction of the building (the "***Building***") on or about December 2000. It is anticipated but not represented or warranted that the Building will obtain an initial temporary certificate of occupancy on or about December 2002. It is anticipated that upon receipt of a temporary certificate of occupancy, the Property will be submitted to the Condominium Act and that once created, the Condominium will consist of one Building containing 441 Residential Units, 201 Storage Units, one Garage Unit and one Office Unit. Accordingly, the Condominium is anticipated to contain 644 Units in all. With respect to the Storage Units, Sponsor represents that 200 of the Storage Units are approximately the same size and will be offered for sale on a first-come first-served basis to purchasers of Residential Units. One Storage Unit is larger than the others and Sponsor reserves the right to subdivide same into standard-size Storage Units and offer same for sale, at Sponsor's sole discretion. In addition, Sponsor reserves the right to subdivide each Non-Residential Unit into two or more Non-Residential Units and to offer more than one of each type of Non-Residential Unit (or other types of Non-Residential Units) for sale. One Residential Unit will not be offered for sale, but is expected to be acquired by the Board of Managers for use and occupancy by the resident superintendent.

6. Features of Condominium Ownership

An owner of a Condominium Unit owns title to that Unit and is entitled to exclusive possession of the Unit. Each Unit will be assessed as a separate tax lot for real estate tax purposes. A Unit Owner is privileged to mortgage the Unit or not, and in such amount as the Unit Owner chooses. Any one Unit is not subject to mortgages placed on any other Unit by another Unit Owner, and a Unit Owner will incur no liability if other Unit Owners fail to make payments on any mortgage affecting their Units.

Each Residential Unit Owner will have the right to vote annually for the election of seven (7) individuals to serve as members of the Residential Committee. The Residential Committee will govern the Residential Area of the Condominium in accordance with its responsibilities under the Declaration, By-laws and Rules and Regulations of the Condominium.

The Residential Committee represents the Residential Unit Owners on the Board of Managers of the Condominium (hereinafter referred to as the "***Condominium Board***" or "***Board of Managers***"). The Non-Residential Unit Owners will designate or elect one (1) representative to serve as the Non-Residential Representative to the Board of Managers to represent the Non-Residential Unit Owners. The Board of Managers will be responsible for supervising the maintenance and operation of the General Common Elements of the Property and managing the affairs of the Condominium, in accordance with the Declaration, By-laws, Rules and Regulations of the Condominium, and applicable statutes.

A Residential Unit Owner may sell or lease said Owner's Residential Unit to anyone, subject to a right of first refusal held by the Board of Managers, and compliance with certain other requirements set forth in the By-laws of the Condominium.

With the exception of Sponsor, Storage Units may be owned only by a Unit Owner who also owns a Residential Unit. Sponsor may own one or more Storage Units even when Sponsor no longer owns any Residential Units. Thus, when a Residential Unit Owner (other than Sponsor) who also owns a Storage Unit sells the Residential Unit(s) owned by that Unit Owner, the Storage Unit(s) owned by that Owner must be sold as well. Such sale may be to the purchaser of the Residential Unit(s) or to another Residential Unit Owner, as more fully set forth in the By-laws.

A Non-Residential Unit Owner may sell or lease said Owner's Non-Residential Unit without being subject to a right of first refusal, but subject to compliance with other requirements in the By-laws.

A Unit Owner will be solely responsible for the maintenance and non-structural repair of Owner's Unit and the Unit Owner may decorate the interior of the Unit as the Unit Owner desires. The cost of insurance for occurrences and personal property within a Unit shall be borne by the Owner of the particular Unit. The Board of Managers will maintain insurance covering the Common Elements of the Condominium.

Ownership of title to a Unit includes ownership of an undivided interest in all parts of the Property other than the Units themselves (*i.e.*, in the "Common Elements"), in common with all other Unit Owners. This undivided interest is referred to as the Unit Owner's "percentage of interest in the Common Elements" or "Common Interest."

Pursuant to Section 339-i(1)(ii) of the Condominium Act, the Common Interest allocated to each Unit is based upon the anticipated approximate proportion that the floor area of the Unit on the date of the Declaration will bear to the then aggregate floor area of all Units, with such proportion reflecting the substantially exclusive advantages enjoyed by one or more, but not all Units, in a part or parts of the Common Elements. Where a Residential Unit contains a terrace, approximately 25% of the square foot area of the terrace was added to the square foot area of the Unit, for the purpose of calculating Common Interest, as more fully described in the Notes to Schedule A found in Part I, Section E of this Plan.

The costs involved in maintaining and operating the General Common Elements (*i.e.*, those Common Elements serving or benefitting one or more Non-Residential Units and one or more Residential Units) will be shared by both the Residential Unit Owners and the Non-Residential Unit Owners. General Common Elements will include, without limitation, such items as structural columns, the Systems installed in the Building for Amtrak pursuant to the Amtrak Agreement, and sidewalks (other than those that are part of the 71st Street Public Access Area), adjacent to the Building. The costs of maintaining General Common Elements as well as the cost of insurance premiums for the Condominium and similar common expenses, are referred to as "General Common Expenses." General Common Expenses will be apportioned between the Residential Unit Owners and the Non-Residential Unit Owners based upon either the aggregate Common Interest attributable to each component, or the estimated amount by which a particular expense item benefits or is used by the Unit or the Unit Owner, provided the allocation is fairly attributable to the Unit and reasonable under the circumstances, as provided in the By-laws and as set forth and explained in the proposed operating budget contained in Part I, Section F of the Plan as Schedule B.

7. Offer to Sell

The Plan, including all schedules, amendments and parts A, B and C of certain "Exhibits" filed with the New York State Department of Law, constitutes the entire offer of the Sponsor. Copies of the Plan and parts A, B and C of the Exhibits will be available for inspection by prospective purchasers without charge at the Sales Office whenever the Sales Office is open. All of the documents referred to in this Plan are important and should be reviewed carefully prior to purchase.

THE PURCHASE OF A CONDOMINIUM UNIT HAS SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

B. DEFINITIONS

General definitions of some important terms used in the Plan are set forth below. These definitions are intended for explanatory purposes and should be read in conjunction with the more specific definitions appearing in the Declaration and By-Laws, which appear in Part II of the Plan.

"***Amtrak***" means the National Railroad Passenger Corporation and its successors and assigns.

"***Amtrak Agreement***" means the agreement dated August 26, 1997, governing, among other things, the rights and obligations of those owners of Development Parcels abutting or traversing the Amtrak Right of Way Parcel, entered into by Amtrak, Sponsor and other fee owners of Development Parcels, as same may be amended from time to time.

"***Amtrak Easement***" means the easement adjacent to the Amtrak Right of Way Parcel, granted to Amtrak under the Amtrak Agreement.

"***Amtrak Right of Way Parcel***" means the parcel of land owned by Amtrak (and a volume of air space above this parcel of land) which traverses various Development Parcels in Riverside, including without limitation, the Property.

"***Attorney General***" means the New York State Attorney General, who is the head of the New York State Department of Law.

"***Board of Managers***" or "***Board***" or "***Condominium Board***" means the Board of Managers of the Condominium.

"***Building***" means the Building erected on the Land and all alterations and replacements made to the Building.

"***By-laws***" means the By-laws of the Condominium, which By-laws are annexed to the Declaration, as such By-laws may be amended from time to time.

"***City Register's Office***" means the New York County Office of the Register of The City of New York.

"***Common Charges***" means the annual assessments payable in monthly installments by Unit Owners for the purpose of meeting Common Expenses. Assessments, both special and otherwise, will be characterized and treated as Common Charges of the Unit Owner to whom assessed, all as more fully described in Article 5 of the By-laws. Common Charges shall be classified as General, Residential or Non-Residential, as more fully described in the Declaration.

"***Common Elements***" means those facilities and areas of the Condominium that are not part of a Unit and which are necessary or convenient to the existence, management, operation, maintenance and/or safety of the Property, or normally in common use, and which Common Elements shall be classified as General, Residential, Non-Residential or Limited.

"***Common Expenses***" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Common Elements, including but not limited to insurance and establishment of reserves for repairs and replacements, which Common Expenses shall be classified as General, Residential or Non-Residential.

"***Common Interest***" (also referred to occasionally as "**percentage of interest in the Common Elements**") means the proportionate undivided interest in fee simple absolute in the Common Elements allocated and appurtenant to a Unit, as set forth in the Declaration. Said interest is expressed as a numerical percentage. The total of all Common Interest percentages appertaining to all Units equals 100%.

"***Condominium***" means the Units and Common Elements comprising the Property. The terms "Condominium" and "Property" are used interchangeably.

"***Condominium Act***" means Article 9B of the New York State Real Property Law.

"***Condominium Instruments***" means the Declaration and the By-laws attached thereto, as same may be amended from time to time.

"***Declaration***" means the Declaration of Condominium, to be recorded by Sponsor prior to conveying title to a Unit under this Offering Plan.

"***Department of Law***" means the New York State Department of Law, which is headed by the New York State Attorney General.

"***Designated HWA Representative***" means the person or entity designated under the Amtrak Agreement by the Development Parcel Owners to act on their behalf with Amtrak with respect to the costs of operation and maintenance of Systems installed in the Development Parcels.

"***Development Parcel***" means any one of the seventeen development parcels comprising Riverside, as such Development Parcels are identified in the Restrictive Declaration.

"***Development Parcel Owner***" means the "Owner" of a Development Parcel. "Owner" in this context shall have the meaning given in the Property Owners Declaration. (Thus, generally the fee title owner of the Development Parcel shall be the Development Parcel Owner but in the case of a property submitted to condominium ownership, the board of managers shall be the Development Parcel Owner.)

"***First Unit Closing***" means the first closing of a sale of a Residential Unit pursuant to this Offering Plan.

"***Garage Unit***" means a Unit designated as a Garage Unit on Schedule B to the Declaration, together with the Common Interest appurtenant to such Unit.

"***General Common Charges***" means Common Charges payable by all Unit Owners to the Board of Managers for the purpose of meeting General Common Expenses.

"***General Common Elements***" means those portions of the Property other than the Units and other types of Common Elements.

"***General Common Expenses***" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of and alteration, addition or improvement to, the General Common Elements, including but not limited to, insurance and establishment of reserves for repairs and replacements.

"***Health Club***" means the health club located in the Building for the use of Building residents.

"***Institutional Lender***" means any domestic or foreign commercial or savings bank, any insurance company or savings and loan association whose investments are regulated by the laws of any State or of the United States, any pension fund, trust company, governmental agency or fund, any educational, religious or charitable institution, or other non-individual entity, or a consortium of any of the foregoing, in the business, among other things, of making mortgage loans secured by real property.

"***Land***" means the land upon which the Building is located, as more fully described in the Declaration.

"***Light Rail Easement***" (See "Transitway Easement").

"***Limited Common Elements***" means Common Elements that serve one or more specified Unit(s) and no other Units, and thus are restricted in use to the Owner(s) of that (those) Unit(s).

"***Maintenance Agreement***" shall mean the Maintenance Agreement concerning maintenance and operation of the Park Areas, between Penn Yards Associates and the New York City Parks Department, dated as of October 26, 1992, as same may be amended from time to time.

"***Managing Agent***" means any management company or agent engaged by the Board of Managers to manage the Condominium.

"***Mansion Tax***" means the transfer tax imposed by New York State pursuant to Article 31 of the Tax Law on purchasers of residential real property where the consideration for the entire conveyance is $1,000,000 or more.

"***Mapping Agreement***" means the agreement respecting new mapped streets, Park Areas and other City map changes arising out of development of Riverside, dated as of May 27, 1998 entered into pursuant to the Restrictive Declaration by Hudson Waterfront Associates, L.P., Hudson Waterfront Associates I, L.P., Hudson Waterfront Associates II, L.P., Hudson Waterfront Associates III, L.P., Hudson Waterfront Associates IV, L.P., Hudson Waterfront Associates V, L.P., Hudson Waterfront Company C, LLC and Hudson Waterfront Company D, LLC, recorded in the City Register's Office on August 31, 1998 in Reel 2693, Page 1897, as same may be amended from time to time.

"***Member***" means a member of the Riverside South Property Owners Association, Inc.

"***Mortgagee***" means any Institutional Lender holding a mortgage of record encumbering a Unit. A Mortgagee shall be deemed to be a "Permitted Mortgagee" if it satisfies the criteria therefor contained in the By-laws.

"***Non-Residential Area***" means the Non-Residential Units, the Non-Residential Common Elements if any, and any Limited Common Elements appurtenant to Non-Residential Units.

"***Non-Residential Common Charges***" means charges payable by the Non-Residential Unit Owners for the purpose of meeting Non-Residential Common Expenses.

"***Non-Residential Common Elements***" means those Common Elements located in or servicing exclusively, the Non-Residential Area.

"***Non-Residential Common Expenses***" means all costs and expenses, if any, in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Non-Residential Common Elements. Also included as a Non-Residential Common Expense is the Non-Residential Area's pro rata share of General Common Expenses.

"***Non-Residential Limited Common Elements***" means those Limited Common Elements, if any, serving one or more specified Non-Residential Units and no other Units, and restricted in use to the Owner(s) of that (those) Unit(s).

"***Non-Residential Representative***" means the individual elected (or if applicable, appointed) by the Non-Residential Unit Owners to serve on the Board of Managers, which individual shall be responsible for maintenance, operation and administration of the Non-Residential Area, as more fully described in the By-laws.

"***Non-Residential Unit***" means a Unit designated as either a Garage Unit, an Office Unit or as any Unit other than a Residential Unit or a Storage Unit, on Schedule B to the Declaration, together with the Common Interest appurtenant to such Unit.

"***Non-Residential Unit Owner***" means an Owner of a Non-Residential Unit.

"***Offering Plan***" (or "***Plan***") shall mean this Offering Plan for the Sale of Units in the 220 Riverside Condominium filed by Sponsor with the Department of Law, as said Plan may be amended from time to time.

"***Offering Plan Counsel***" means the law firm of Robinson Silverman Pearce Aronsohn & Berman LLP, which firm has been engaged by Sponsor for the purposes of preparing this Offering Plan and the Declaration and By-laws contained herein.

"***Office Unit***" means a Unit designated as an Office Unit on Schedule B to the Declaration, together with the Common Interest appurtenant to such Unit.

"***Operating Budget***" means Amtrak's estimate of the aggregate cost of operation, maintenance, repair and renewal of the Systems in all Development Parcels for a given calendar year, as prepared by Amtrak pursuant to the Amtrak Agreement.

"***Operating Payment***" means the aliquot share of the Operating Budget to be paid by a Development Parcel Owner pursuant to the Amtrak Agreement as determined by the Designated HWA Representative.

"***Owner of a Development Parcel***" (see "Development Parcel Owner").

"***Owner of Parcel A***" means the Owner of a Development Parcel known as Parcel A.

"***Parcel A***" means the Development Parcel located immediately to the north of Parcel B.

"***Parcel A Utility Space***" means the space located in the cellar level of the Building under the 71st Street Public Access Area for use by the Owner of Parcel A including space for an electricity manhole, a gas and water meter room and space for Con Edison vaults, for which the Owner of Parcel A will have an irrevocable easement.

"***Parcel B***" means the Development Parcel on which the Building will be constructed.

"***Park Areas***" means all of the park areas to be developed as part of Riverside, including the Riverside Park Extension and the Southern Open Space. Each such area is referred to individually as a "***Park Area***".

"***Permitted Encumbrances***" means those encumbrances to title to a Unit which a purchaser by executing a Purchase Agreement, agrees to take title subject to, as itemized in Part I, Section K of this Plan.

"***Permitted Mortgagee***" means a Mortgagee who has satisfied the criteria for a Permitted Mortgagee set forth in Article 8 of the By-laws.

"***Plans and Specifications***" means the plans and specifications for construction of the Building prepared by Costas Kondylis & Associates, P.C., I.M. Robbins, P.C. and Rosenwasser-Grossman, Consulting Engineers, P.C., as same may be amended from time to time.

"***Property***" means the Land and the Building comprising the Condominium, as more fully described in the Declaration.

"***Property Owners Association***" means "Riverside South Property Owners Association, Inc.," as more fully described in the definition of that entity.

"***Property Owners Declaration***" means the Declaration of Covenants, Conditions and Restrictions of the Riverside South Property Owners Association, Inc. made by Sponsor and all other owners of Development Parcels in Riverside, dated as of August 26, 1997 and recorded in the City Register's Office on March 16, 1998 in Reel 2554, Page 552, as same may be amended from time to time.

"***Public Access Area***" means the 71st Street Public Access Area, and any other Public Access Area referred to in the Property Owners Declaration, Restrictive Declaration, Mapping Agreement, Maintenance Agreement, or any other project document concerning Riverside.

"***Public Access Easement***" means a permanent non-exclusive pedestrian and vehicular easement at surface level and above granted, in accordance with the Restrictive Declaration and Mapping Agreement, across a Public Access Area by the Owner(s) of the Development Parcel(s) on which the Public Access Area is located, or by the Property Owners Association following conveyance of the Public Access Area to the Property Owners Association, which easement grants pedestrian and vehicular access to the City of New York and the general public.

"***Purchase Agreement***" means the contract between Sponsor and a Purchaser for the sale and purchase of a Residential Unit, and if applicable, a Storage Unit.

"***Purchaser***" means the party or parties identified as purchaser under a Purchase Agreement for a Residential Unit, and if applicable, a Storage Unit.

"***Real Estate Tax Counsel***" means the law firm of Pottish Freyberg Marcus & Velazquez which firm has been engaged by Sponsor in connection with an application for real estate tax benefits under New York State's Real Property Tax Law §421-a program and tax *certiorari* proceedings for the Property.

"***Residential Allocation Percentage***" for a particular Residential Unit or Storage Unit means the proportion between the Common Interest allocated to that Residential Unit or Storage Unit and the aggregate Common Interest of all Residential Units and Storage Units. Said proportion is expressed as a numerical percentage. Residential Allocation Percentage is used to determine, among other things, the Residential Common Charges to be paid by a Residential Unit Owner. The total of all Residential Allocation Percentages equals 100%. The Residential Allocation Percentages will be recorded as Schedule C to the Declaration.

"***Residential Area***" means the Residential Units, the Storage Units and the Residential Common Elements and Limited Common Elements appurtenant to Residential Units and/or Storage Units, if any.

"***Residential Committee***" means the committee comprising not more than seven individuals elected by the Residential Unit Owners to serve on the Board of Managers, which committee shall be responsible for maintenance, operation and administration of the Residential Area, as more fully described in the By-laws.

"***Residential Common Charges***" means charges payable by Residential Unit Owners for the purpose of meeting Residential Common Expenses.

"***Residential Common Elements***" means those Common Elements located in and/or servicing exclusively, the Residential Area, as more fully described in Article 4 of the Declaration.

"***Residential Common Expenses***" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the

Residential Common Elements, including but not limited to, insurance and establishment of reserves for repairs and replacements. Also included as a Residential Common Expense is the Residential Area's pro rata share of General Common Expenses.

"***Residential Limited Common Elements***" means those Limited Common Elements serving a specified Residential Unit and no other Unit, and restricted in use to the Owner of that Unit, as more fully described in Article 4 of the Declaration.

"***Residential Unit***" means each Unit designated as a Residential Unit on Schedule B to the Declaration, together with the Common Interest appurtenant to each such Unit. Two or more Residential Units are referred to as "***Residential Units***."

"***Residential Unit Owner***" means an Owner of a Residential Unit.

"***Restrictive Declaration***" means the Restrictive Declaration made as of December 17, 1992, by Penn Yards Associates and recorded in the City Register's Office in Reel 1934, Page 0001 on January 6, 1993, as same has been amended by First Modification to the Restrictive Declaration dated October 4, 1994, made by Hudson Waterfront Associates, L.P. as Declarant ("***Declarant***"), recorded December 2, 1994 in Reel 2159, Page 1096, Second Modification to the Restrictive Declaration dated January 9, 1997, made by Declarant, recorded February 13, 1997 in Reel 2922, Page 0424, and Third Modification to Restrictive Declaration dated as of September 13, 1999, made by Declarant, recorded January 7, 2000 in Reel 3026, Page 1983, as same may be further amended from time to time.

"***Riverside Park Extension***" means the extension to be constructed from 72nd Street to 59th Street of the now existing public park known as Riverside Park.

"***Riverside***" (also known, from time to time, as "***Trump Place***"), means the approximately 75-acre 13-block development site located on the Upper West Side of Manhattan bound by 72nd Street on the north, 59th Street on the south, Freedom Place and West End Avenue on the east and the Hudson River on the west.

"***Riverside South Property Owners Association, Inc.***" or the "***Property Owners Association***" means the not-for-profit corporation formed pursuant to the Restrictive Declaration to serve the purposes and functions pertaining to Riverside outlined in the Restrictive Declaration and implemented by the Property Owners Declaration.

"***Rules and Regulations***" means the rules and regulations adopted by the Board of Managers pertaining to the use of the Condominium, as same may be amended from time to time.

"***Sales Office***" means the office maintained by Sponsor and/or its Selling Agent for the sale and/or leasing of Units.

"***Selling Agent***" means The Marketing Directors, Inc. which firm has been engaged by Sponsor to sell the Residential Units under the Plan.

"***71st Street Public Access Area***" means the area extending (i) in height, from the top of the ground floor structural slab of the Building (and from the plane created by extension of that slab to Parcel A which plane will become the top of the ground floor structural slab of a building to be built on Parcel A), inclusive of all waterproofing on the slab(s), through and including the finished surface of West 71st Street and a 15-foot width of sidewalk on either side of West 71st Street, (ii) in width, from the outside face of the northern exterior wall of the Building approximately 60 feet north to a line located at what will be the outside face of the southern exterior wall of the building to be built on Parcel A, and (iii) in length, from the eastern property line of the Property to the western property line of the Property, and including all roadways, roadway structural systems, sidewalks, street signs, street lights and standard street furniture erected in, on or through this area (but excluding any and all planters, as the planters will belong to the building adjacent to which they are installed), and also including all storm drains and pipes located in, on or through this area to and including the pipes' first connection (i.e., to a building main or otherwise).

"***Southern Open Space***" means the Park Area to be constructed at the southern end of Riverside, independent of the Riverside Park Extension.

"***Sponsor's Architect***" means Costas Kondylis & Associates, P.C.

"***Storage Unit***" means a Unit designated as a Storage Unit on Schedule B to the Declaration, together with the Common Interest appurtenant to such Unit.

"***Storage Unit Owner***" means an Owner of a Storage Unit.

"***Superintendent's Unit***" means the Residential Unit to be sold by Sponsor to the Board of Managers (or any other Unit owned by the Board of Managers), for use and occupancy by the Building superintendent.

"***Systems***" means the lighting, ventilating and fire protection systems required to be constructed and installed for Amtrak by certain Development Parcel Owners at Riverside, pursuant to the Amtrak Agreement, as they develop their Development Parcels, and all alterations and replacements to such systems. "Systems" as used in this Offering Plan with respect to the Building, shall mean all Systems constructed by Sponsor as part of the Building for use by Amtrak, whenever the context shall indicate, and all alterations and replacements to such Systems, regardless of who makes them.

"***Tax Lot Drawings***" means the drawings of the Building, to be certified by Costas Kondylis & Associates, P.C. delineating the Units and the Common Elements, approved by the Real Property Assessment Department of the City of New York and filed simultaneously with the recording of the Declaration, as more fully described in Article 2 of the Declaration.

"***Transfer Taxes***" means the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax. "Transfer Taxes" do not include the "Mansion Tax," defined above.

"***Transitway Easement***" (referred to in the Mapping Agreement as the "Light Rail Easement") means the easement in essentially the same area as the Amtrak Easement to which the City of New York is entitled pursuant to the Restrictive Declaration, if the City of New York exercises its option granted in the Restrictive Declaration. If the City exercises its right to obtain the Transitway Easement, the

Transitway Easement may be used by the City of New York for construction, maintenance and operation of a portion of a light rail system to be constructed by the City of New York.

"***Trump Place***" (see "***Riverside***").

"***Unit***" means any space in the Building intended for independent use or ownership and designated as a Unit in the Declaration, as same may be amended from time to time, together with such Unit's Common Interest. Any two or more Units are collectively referred to as "***Units***."

"***Unit Owner***" or "***Owner***" means any owner of a Unit in fee simple absolute.

C. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

1. The Property

The Condominium will be located on the west side of Manhattan at 220 Riverside Boulevard. The Property abuts the 71st Street Public Access Area on the north, West 70th Street on the south, two existing residential apartment buildings on the east and Riverside Boulevard on the west. The portion of Riverside Boulevard in front of the Building as well as a portion of the 71st Street Public Access Area will be constructed by Sponsor simultaneously with construction of the Building. The main entrance to the Building is on West 70th Street.

The first floor level of the Building is a double-height space. Residential Units begin on the third floor of the Building. The Building will not contain floors numbered 2 or 13. Floors containing Residential Units will be numbered 3 through PH4 (*i.e.*, there are four (4) penthouse floors: PH1-PH4), skipping from floor 12 to floor 14 in the numbering system. Accordingly, PH1 is located on the 47th floor pursuant to this floor numbering system and PH4 is located on the 50th floor pursuant to this floor numbering system. The construction drawings for the Building, however, show 48 construction floors, since floors 2 and 13 are indicated as such on the construction drawings.

Sponsor initially will construct 201 Storage Units in the cellar of which 200 will be offered for sale under this Plan. Sponsor will retain one Storage Unit and reserves the right, at Sponsor's sole discretion, to subdivide this Storage Unit into additional Storage Units and offer them for sale. If Sponsor creates and offers additional Storage Units for sale, Sponsor will amend the Plan and Declaration, if applicable, to reflect the reallocation of Common Interest arising out of the creation of the new Storage Units. Storage Units will be considered part of the Residential Area of the Building. A Storage Unit may be owned only by a Residential Unit Owner (or Sponsor) and, with the exception of Storage Units owned by Sponsor, only in conjunction with ownership of a Residential Unit at the Building.

There will be a garage in the Building located on the cellar and three sub-cellar levels, with vehicular access from West 70th Street. The garage will offer parking for approximately 380 vehicles. Parking is anticipated to be valet rather than self-park parking. Parking fees will be set by the garage operator and Building residents will be afforded priority for parking spaces. It is anticipated but not represented or warranted that the building to be built to the immediate north of the Property on Parcel A will be a residential apartment building, probably developed as a condominium. It is further anticipated but not represented or warranted that the adjacent building also will contain a below-grade parking garage. The Garage Unit Owner will have the right to break through the wall of the Garage Unit so as to connect the garage in the Building with the garage in the building on Parcel A. It is anticipated that if such connection is made vehicles using the garage at 220 Riverside Boulevard or the garage in the building on Parcel A, may gain access to both garages through either garage.

The Office Unit will be located on the first floor level of the Building.

The Amtrak Right of Way Parcel traverses the Property along its eastern portion at the lowest sub-cellar level. The Amtrak Easement abuts the Amtrak Right of Way Parcel on the west. Amtrak uses the Amtrak Right of Way Parcel and the Amtrak Easement in connection with operation of Amtrak's passenger railroad service and for rail maintenance and related uses. The Building is being constructed over

the Amtrak Right of Way Parcel and Amtrak Easement. Exhaust systems servicing the Amtrak railroad facilities are being constructed as part of the Common Elements of the Building, but are to be operated and maintained by Amtrak under the Amtrak Agreement at the cost and expense of the Unit Owners, as more fully described in Part I, Section S of this Plan.

As more fully described in Part I, Section S of the Plan, the City of New York has the right to request that the Owners of Development Parcels grant it a Transitway Easement which, as respects the Property, would be located in essentially the same area as the Amtrak Easement. The Transitway Easement, if requested, would allow New York City to maintain and operate a light rail system within this area.

The Building has been designed to prevent noise from operation of trains under the Building from interfering with the quiet enjoyment of Residential Units by the occupants thereof. To date, two other residential buildings in Riverside, which also are built over the Amtrak Right of Way, have been completed and occupied for several years, without, to Sponsor's knowledge, any complaints of disturbance due to noise from operation of Amtrak's trains having been voiced by residents of those buildings to their owners or developers. Sponsor has no reason to expect the experience of residents of the Building will be any different than the experience of residents in the two other buildings as concerns the Amtrak Right of Way. Sponsor expects, but does not represent, guarantee or warrant, that there will be no noise disturbance to residents of the Building from operation of trains below the Building.

The Building will be constructed in accordance with the New York City Zoning Resolution and all other applicable zoning and building laws, regulations, codes and other government requirements.

Construction of the Building is projected to commence on or about December 2000. Under Sponsor's current projection, the First Unit Closing is projected to occur on or about January 2003, unless Sponsor is delayed by weather, strikes, lockouts, acts of God, shortages of or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements, or any other cause over which Sponsor has no direct control. Sponsor makes no warranty or guarantee, however, as to the date of completion of the Building or the date of the First Unit Closing.

2. **The Units**

Sponsor is constructing 441 residential apartments in the Building, but reserves the right to change the number as construction progresses. Sponsor's current plan is to offer 440 of these apartments for sale as Residential Units. One Residential Unit will not be offered for sale but is expected to be sold by Sponsor to the Board for occupancy by the resident superintendent.

As described in the previous section of this Plan, Sponsor also will be constructing 201 Storage Units, 200 of which initially will be offered for sale to Purchasers of Residential Units, but Sponsor reserves the right to change the number of Storage Units as construction progresses.

Sponsor also is constructing two Non-Residential Units: a Garage Unit on the cellar and three sub-cellar levels of the Building, and an Office Unit on the first floor level of the Building. Sponsor is offering the Non-Residential Units for sale on terms to be negotiated by Sponsor and a purchaser. In connection with its offer of the Non-Residential Units, Sponsor reserves the right to subdivide any or all of the Non-Residential Units and to offer one or more than one of each type (or any other type) of Non-

Residential Unit for sale. Sponsor also reserves the right to retain ownership of the Non-Residential Units in its own name or in the name of an affiliate, and not to sell or offer to sell such Units.

Vehicular access to the Garage Unit and access by pedestrians who are not Building residents, is only from West 70th Street. Building residents may enter the Garage Unit both from the Building (by elevator or stairway from the Residential Area lobby), as well as from the garage entrance on West 70th Street. Access from the garage into the Building will be restricted to Building residents and will be controlled through a card-key (or similar controlled-access) system, with card-keys or other access identification available only to Building residents. The Office Unit is accessible only from the exterior of the Building on 70th Street.

Specific items to be included in a Residential Unit, and the level of finish work Sponsor has undertaken to provide, are described in the "Description of Property and Specifications" contained in Part II, of this Plan.

Any alteration work which a Residential Unit Owner desires to undertake in the Unit subsequent to Unit Owner's acquisition thereof, must be performed in accordance with the procedures for alterations outlined in the By-laws.

Sponsor and/or its designee reserves the right, without prior notice or amendment to the Plan, to use any Unit owned by Sponsor as a sales office, model apartment or for any other legal purpose.

3. **Common Elements**

Generally, the Common Elements of the Condominium consist of the Land on which the Building is built, and all parts of the Building other than the Units themselves, including generally, the foundations, footings, roofs and supports of the Building and all other parts of the Building, all apparatus, installations, systems, equipment and facilities therein for the common use of all the Units and Unit Owners or which are convenient and necessary for the existence, maintenance, safety and operation of the Property, all facilities of the Property which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of more than one Unit Owner, and the Systems being constructed in the Building for Amtrak.

The Common Elements are divided into four categories: (i) General Common Elements (consisting of all the Property except the Units, the Residential Common Elements, the Non-Residential Common Elements and the Limited Common Elements), (ii) Residential Common Elements (consisting of Common Elements that are located in or exclusively serving the Residential Area and/or Residential Unit Owners), (iii) Non-Residential Common Elements (consisting of Common Elements located in or serving exclusively the Non-Residential Area and/or Non-Residential Unit Owners), and (iv) Limited Common Elements (consisting of Common Elements serving only a specified Unit or Units and thus restricted in use to the Owner (or Owners) of that Unit(s)). Generally, each Residential Unit Owner has the right to use and enjoy the Residential Common Elements with all other Residential Unit Owners, and all Unit Owners have the right to use and enjoy the General Common Elements jointly with all other Unit Owners.

Limited Common Elements are Common Elements that serve only a specified Unit or Units and thus are restricted in use to the Owner or Owners of those Units and/or other occupants of the Unit.

Residential Limited Common Elements include any terrace appurtenant to a Unit, and any pavers, decking, drains, hose bibs and lighting on the terrace.

There are not anticipated to be any Non–Residential Common Elements or Non-Residential Limited Common Elements.

A detailed description of the Common Elements is contained in Article 4 of the Declaration.

The Common Elements cannot be divided or partitioned except as provided in the Condominium Act. A Unit Owner's interest in the Common Elements cannot be separated from the Unit to which it appertains.

4. **Services and Amenities**

Where applicable, the services and amenities described below have been budgeted for by Sponsor for the first year of operation of the Residential Area. Purchasers are advised, however, that some of the services and amenities may not be in service or operation and a full complement of Building staff may not be engaged, until the Building is fully occupied. Thus, some services and amenities may not be in service or operation and some Building personnel may not yet have been engaged, when a particular Purchaser takes occupancy.

Purchasers are further advised that a decision to maintain the operation and level of services and amenities described below (and budgeted for the first year of condominium operation), in future years will be discretionary with the Board of Managers and Sponsor makes no representation that they will be so maintained or that they will be maintained on the basis provided for in this Plan. The Board of Managers will have the authority to impose fees for certain services and amenities, increase or decrease services and amenities, change the hours of availability, and so on. Sponsor makes no representation as to actions to be undertaken by the Board of Managers in subsequent years of Condominium operation, except, however, while Sponsor controls the Board of Managers, Sponsor will not cause the Board to decrease the level of services budgeted in Schedule A for the first year of Condominium operation. Sponsor will not be liable in the event of discontinuance, modification, restriction or expansion of availability or any other modification of services and amenities described herein by the Board of Managers in subsequent years of Condominium operation when Sponsor does not control the Board of Managers.

• ***Courtyard***: The Building will wrap around on three sides a courtyard on the first floor of the Building. The courtyard, which will have landscaping, a water feature and seating areas, will be available only to residents of the Building and is not accessible to the general public.

• ***Special Rooms***: Several different types of facilities, all located on the first floor of the Building, will be available for the exclusive use of Building residents. These facilities include the billiard room/lounge, a conference/party room and a children's playroom. Facilities will be available to residents on such terms and conditions as may be promulgated by the Board of Managers from time to time.

• ***Concierges, Attendants and Security***: A uniformed concierge or doorman will attend the Residential Area concierge station in the lobby or at the main lobby entrance 24 hours a day, seven days a week. The service entrance to the Residential Area of the Building and certain stairwells and doorways

between the Residential Area and the Non-Residential Units will be alarmed and monitored by video cameras connected to the concierge desk and security office. For additional security, the Office Unit is accessible only from the outside of the Building and has its own entrance. It is anticipated that at least one security guard will be on duty at all times.

No representation or warranty is made that the security systems and procedures installed in and implemented at the Property will prevent personal injury or damage to or loss of personal property.

• ***House Telephone/Intercom System***: The Building will contain a telephone type dial intercom system, permitting occupants of Residential Units to communicate over standard touch-tone phone with other Residential Units, the concierge desk, the security office, the garage attendant's office and other areas of the Building.

• ***Telecommunications:*** Bell Atlantic is the intended primary provider for local and long distance telephone service, but users will be free to select different local and/or long distance carriers. NuVisions™ is anticipated to be the provider of high-speed Internet access available through cable (modem) lines. Advanced Digital Internet, Inc. (**"ADI"**) is anticipated to be the provider of high-speed Internet access available through Category 5 wire. ADI is also the anticipated provider of wireless networking and video conferencing. Each Residential Unit will be pre-wired for high–speed Internet access. Charges for Internet access service, however, for residents activating same, will be set by the provider and paid directly by the user to the provider. Residents desiring Internet services will be required to apply to the applicable provider to activate same.

• ***Television***: All Residential Units will be wired with high-spectrum co-axial cabling, enabling residents to subscribe for television through a conventional cable provider or a digital satellite television service (**"DSTS"**) provider. Charges for activating cable television or DSTS service, installing and attaching appropriate receptacles, additional installations and monthly usage charges will be determined by and payable directly to the cable company or DSTS company, as applicable, by each resident subscribing for and activating such service. Time Warner is the anticipated conventional cable provider, and NuVisions™ is the anticipated alternative conventional cable provider as well as the anticipated DSTS provider.

• ***Laundry***: Each Residential Unit will be equipped with a washer and dryer. There also will be a laundry room on the cellar level of the Building for the exclusive use of Building residents.

• ***Mail and Parcels***: Incoming mail will be distributed into mailboxes in the mailroom by the U.S. Postal Service. Parcels will be delivered to the concierge or Building security personnel. Parcels will be stored in the package room located near the Residential Area lobby. The package room will have a limited amount of refrigerator space for perishable goods.

• ***Refuse Disposal***: There will be a trash chute hopper located in the trash chute closet on each floor of the Residential Area. Such chutes will lead to the compactor room at the first subcellar level of the Building. Trash from the Residential Area will be collected by New York City Department of Sanitation. Disposal of refuse from the Non-Residential Units must be arranged privately and will not be an expense of the Residential Unit Owners.

• ***Elevator Service***: Six (6) automatic passenger elevators and two (2) freight/service elevator will operate 24 hours a day, seven days a week to serve the Residential Units. All deliveries and removals from Residential Units must be made at such time as the Residential Committee shall from time to time reasonably determine. All deliveries and move-ins must be made through the service entrance.

• ***Smoke Detectors***: All Residential Units will be equipped with smoke detectors in accordance with local law. (No representations or warranties are made and no assurance is given that the existence of a smoke detector will prevent personal injury, loss or damage to personal property.)

• ***Pram Room***: A pram room located in the cellar level of the Building will be available to Unit Owners for the storage of baby carriages, strollers and bicycles.

• ***Health Club***: Accessible to residents from the Residential Area lobby, the Health Club will include an indoor swimming pool, separate men's and women's saunas and steam rooms, and cardiovascular and weight training fitness equipment which may include lifecycles, stairmasters, treadmills, and other fitness equipment. The Health Club also will include an aerobic's room. The Health Club, including the pool, is anticipated to be completed at or about the time of the First Unit Closing. The Health Club is intended for use by Building residents only, subject to the right of the Residential Committee to determine otherwise. It is anticipated that the Health Club will be maintained by the Residential Committee through Residential Common Charges collected from Residential Unit Owners. Accordingly, unless the Residential Committee determines otherwise, the Health Club will be available to Residential Unit Owners at no cost other than their Residential Common Charges. The Residential Committee shall have the discretion to establish policies and fees for use of the Health Club by guests of Residential Unit Owners or other non-residents of the Building.

• ***Parking Facilities:*** Purchasers are advised that the Garage Unit is being constructed with anticipated space for approximately 380 cars on a valet rather than self-park basis. Although parking spaces will not be allocated among the Residential Units, parking spaces will be available to Residential Unit Owners on a priority basis. The fee to be charged for parking spaces will be determined by the garage operator. Parking fees will be payable directly to the garage operator and will not be part of Common Charges.

• ***Storage***: Sponsor initially will offer for sale 200 Storage Units located in the cellar level of the Building. Sponsor will retain one larger Storage Unit and reserves the right to subdivide that Storage Unit into additional Storage Units and offer same for sale under this Plan, at Sponsor's sole discretion.

5. **Optional Services and Amenities**

The following services will be available to residents of the Building, at their option, upon payment of the fee charged by the applicable provider for the service offered:

• ***Housekeeping Service***: Housekeeping services will be available through an independent concessionaire for residents desiring such service. Service may be coordinated through the valet and charges will be paid directly to the concessionaire. It is anticipated that the rates for housekeeping services will be approximately equivalent to those for similar services provided at other first-class residences

in New York City. Residents also may arrange housekeeping services for their Units with other housekeeping providers.

- ***Valet Service***: Valet, housekeeping, laundry and dry cleaning services will be available through an independent valet operator who will have an office in the Building. Charges for the service provided generally will be paid directly to the valet operator, and in the case of housekeeping, will be paid directly to the service provider itself. It is anticipated that the rates for valet services will be approximately equivalent to those for similar valet services provided at other first-class residences in New York City.

D. LOCATION AND AREA INFORMATION

1. Location

The Building is located at 70th Street and Riverside Boulevard in the neighborhood known as the Upper West Side of Manhattan. There are excellent and abundant restaurants, grocery stores, convenience stores and support services within a few blocks of the Building. The location also provides magnificent views of the Hudson River and the New York City skyline.

There are many fine eating establishments nearby the Building. Café des Artistes, Picholine, Restaurant 222, Gabriel's, Tavern on the Green, Café Luxembourg, and Jean Georges, to name a few, are all within walking distance. Many cafes and coffee shops can be found along Broadway, Amsterdam and Columbus Avenues.

Many popular stores have opened in close proximity to the Building. The Pottery Barn, Barnes and Noble, Tower Records, Banana Republic, The Gap, Gracious Homes, Balducci's and others are all fine complements to the many local shops and boutiques on the main shopping streets. Neighborhood stores such as Zabar's, H&H Bagels and Surroundings have become world famous.

2. Transportation

Crosstown bus service is available east and west on 72nd, 79th and 86th Streets. Uptown and downtown bus service is available on nearby Broadway. In addition, the M-72's route has been extended to run north on Freedom Place between 66th Street and 70th Street.

Subway service available at West 72nd Street includes the No. 2 and No. 3 IRT express trains and the No. 1 and No. 9 IRT locals. At West 66th Street, IRT No. 1 and No. 9 local service is available. At Columbus Circle, B, D and A line express trains, as well as IRT No. 1 and No. 9 local service, are available. There is easy access by subway to Times Square, Penn Station and The Port Authority Bus Terminal.

The Building is convenient to major arteries providing access to all boroughs of New York City, Westchester, Long Island, Upstate New York, New Jersey and the three major airports serving the New York metropolitan area. There is nearby vehicular access to the Henry Hudson Parkway, the major north-south highway servicing the West Side of Manhattan and all points north of the City.

3. Parks, Recreation and Cultural Activities

The Building is close to Central Park and Riverside Park and all the amenities they have to offer, including the Central Park Zoo, the Shakespeare Garden, Belvedere Castle and The Great Lawn. During the summer months in Central Park, the carousel, boating on the lake, Shakespeare in the Park, concerts by the New York Philharmonic and other performing arts events are all available. Many ballfields, bicycle and jogging paths and open grassy areas are within a few blocks of the Building.

The Wollman Rink in Central Park is open for ice skating in the winter months and roller blading in the summer months. Chelsea Piers, the extensive new sports complex on the Hudson River, is a short ride down the Westside Highway.

Riverside itself has a unique waterfront location -- 13 blocks directly along the Hudson River. Open parkland is the only permitted use for the land between the buildings to be constructed in Riverside and the Hudson River. The Park Area within Riverside, as well as piers along the Hudson River, are being developed as the Development Parcels of Riverside are developed.

In addition to its established high-quality residential character, the area proximate to Riverside is renowned for a wide variety of cultural institutions such as Lincoln Center for the Performing Arts, home of the Metropolitan Opera, New York City Opera, New York City Ballet, American Ballet Theatre, the New York Philharmonic and the Vivian Beaumont Theatre, and educational institutions such as the American Museum of Natural History and the Rose Center.

Entertainment facilities such as the Beacon Theater for music and several movie theaters, including the Sony Theaters on 68th Street and Broadway, are within close proximity of the Building. The whole gamut of Broadway and Off-Broadway shows are no more than a short cab ride away. Reebok's "Urban Country Club" is also close by.

4. **Educational Facilities**

The Building is located in Public School District No. 3. The grammar school is P.S. No. 199, and is located at 270 West 70th Street. The middle school is Middle School #44 and is located at 100 West 77th Street. The public high schools in the vicinity of the Building are Martin Luther King High School located at 122 West 66th Street, New York, New York and Fiorello LaGuardia High School located at 100 Amsterdam Avenue (between 64th and 65th Street), New York, New York. In addition, there are several public high schools with various specialties available within the City of New York, with entrance by competition or examination. Some of the City's finest private schools also are located in the area, for instance, Manhattan Day School, Trinity, Calhoun, West Side Montessori, Columbia Grammar, Rodeph Sholom and Abraham Heschel. ***Sponsor, however, makes no guarantee or representation as to which school a child residing at the Building may actually attend.***

Additionally, there are specialty schools for the performing arts and universities located in the vicinity of the Building. The Julliard School and Fordham and Columbia Universities are all nearby.

5. **Medical Facilities**

The Building is proximate to several major medical facilities including St. Luke's Hospital (West 114th Street and Amsterdam), Mount Sinai Medical Center (100th Street and Fifth Avenue) and St. Luke's/Roosevelt Hospital (West 59th Street and Ninth Avenue). The largest hospital in the New York metropolitan area, New York - Presbyterian Hospital, is a short drive north on the West Side Highway.

6. **Religious Facilities**

There are houses of worship of various denominations in the vicinity of the Building.

7. **Municipal Services**

The City of New York will provide water, sanitation, police and fire services to the Building.

The local police station is: 20th Precinct
120 West 82nd Street
New York, New York 10023.

The local fire station is: 9th Battalion, 3rd Division
131 Amsterdam Avenue (66th Street)
New York, New York 10023.

8. **Streets**

The portion of Riverside Boulevard abutting the Property will be constructed by Sponsor simultaneously with construction of the Building. It is anticipated that upon completion of Riverside Boulevard, the City of New York will accept dedication of that street and it thereby will become a public street. Assuming the City of New York accepts dedication, the City also will provide snow removal from this street. Until Riverside Boulevard is dedicated to the City, Sponsor or an affiliate will hold title to that street and will arrange for maintenance of and snow removal from Riverside Boulevard, at no cost to the Condominium.

Adjacent to the Property on the north is the 71st Street Public Access Area. The 71st Street Public Access Area is the extension of West 71st Street into Riverside. Sponsor will construct all but five feet of the 71st Street Public Access Area during the course of construction of the Building. The balance of the 71st Street Public Access Area, a 5-foot wide band of sidewalk to be located immediately adjacent to the building to be built on Parcel A, is to be constructed by the developer of Parcel A in conjunction with construction of a building on that Development Parcel.

The 71st Street Public Access Area, unlike Riverside Boulevard, will not be dedicated to the City of New York and thus will not be a public street. Instead, it will be conveyed to the Property Owners Association and will have a Public Access Easement granted across it. The Public Access Easement will be a permanent street level (and above) easement for use by the City of New York and the general public for vehicular and pedestrian access. The rules and regulations of the New York City Department of Transportation ("***DOT***") will apply to the Public Access Easement in the same manner as if the Public Access Easement were a public street. Thus DOT may place traffic signs within the easement area for regulation of traffic and parking, and all laws pertaining to vehicular and pedestrian traffic and parking shall apply and be enforceable by the City of New York, in the same manner as if the Public Access Easement were a public street.

Once the Condominium is established and the 71st Street Public Access Area is conveyed to the Property Owners Association, the Board of Managers of the Condominium will have responsibility

for implementing and supervising maintenance and repair of the 71st Street Public Access Area and, once granted, the Public Access Easement thereon, including without limitation, any structural supports, in accordance with the standards of DOT for maintenance of public streets. The cost of maintenance and repair of the 71st Street Public Access Area and the Public Access Easement thereon will be shared proportionately by the Condominium and the Owner of Parcel A. See Part I, Section S of this Plan for further information.

9. **Mailing Address**

The mailing address for the Residential Area is 220 Riverside Boulevard, New York, New York 10069.

10. **Zoning and Use**

The Property currently is zoned C2-5 (R.10 equivalent), suitable for residential, professional office and commercial use.

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
1 A	2+ / 2	1,534	775,000	0.2420%	0.2757%	11,108	926	262	22	13,125	1,094	11,370	947	24,233	2,019
3 A	1 / 1.5	979	490,000	0.1545%	0.1760%	7,092	591	166	14	8,298	692	7,257	605	15,390	1,282
4 A	1 / 1.5	979	495,000	0.1545%	0.1760%	7,092	591	167	14	8,383	699	7,259	605	15,475	1,290
5 A	1 / 1.5	979	500,000	0.1545%	0.1760%	7,092	591	169	14	8,467	706	7,261	605	15,559	1,297
6 A	1 / 1.5	979	505,000	0.1545%	0.1760%	7,092	591	171	14	8,552	713	7,262	605	15,644	1,304
7 A	1 / 1.5	979	510,000	0.1545%	0.1760%	7,092	591	172	14	8,637	720	7,264	605	15,729	1,311
8 A	1 / 1.5	979	515,000	0.1545%	0.1760%	7,092	591	174	15	8,722	727	7,266	605	15,813	1,318
9 A	1 / 1.5	979	520,000	0.1545%	0.1760%	7,092	591	176	15	8,806	734	7,267	606	15,898	1,325
10 A	1 / 1.5	979	525,000	0.1545%	0.1760%	7,092	591	177	15	8,891	741	7,269	606	15,983	1,332
11 A	1 / 1.5	979	530,000	0.1545%	0.1760%	7,092	591	179	15	8,976	748	7,271	606	16,067	1,339
12 A	1 / 1.5	979	535,000	0.1545%	0.1760%	7,092	591	181	15	9,060	755	7,272	606	16,152	1,346
14 A	1 / 1.5	979	540,000	0.1545%	0.1760%	7,092	591	182	15	9,145	762	7,274	606	16,237	1,353
15 A	1 / 1.5	979	545,000	0.1545%	0.1760%	7,092	591	184	15	9,230	769	7,276	606	16,321	1,360
16 A	1 / 1.5	979	550,000	0.1545%	0.1760%	7,092	591	186	15	9,314	776	7,278	606	16,406	1,367
17 A	1 / 1.5	979	555,000	0.1545%	0.1760%	7,092	591	188	16	9,399	783	7,279	607	16,491	1,374
18 A	1 / 1.5	979	560,000	0.1545%	0.1760%	7,092	591	189	16	9,484	790	7,281	607	16,575	1,381
19 A	1 / 1.5	979	565,000	0.1545%	0.1760%	7,092	591	191	16	9,568	797	7,283	607	16,660	1,388
20 A	1 / 1.5	979	570,000	0.1545%	0.1760%	7,092	591	193	16	9,653	804	7,284	607	16,745	1,395
21 A(T)	1+ / 1.5	1,177 (481)	1,045,000	0.2047%	0.2332%	9,396	783	353	29	17,697	1,475	9,749	812	27,093	2,258
22 A	1+ / 1.5	1,106	855,000	0.1745%	0.1988%	8,010	667	289	24	14,479	1,207	8,299	692	22,489	1,874
23 A	1+ / 1.5	1,177	900,000	0.1857%	0.2115%	8,524	710	304	25	15,241	1,270	8,828	736	23,765	1,980
24 A	3+ / 3	1,859	1,570,000	0.2933%	0.3341%	13,463	1,122	530	44	26,588	2,216	13,993	1,166	40,051	3,338
25 A	3+ / 3	1,859	1,585,000	0.2933%	0.3341%	13,463	1,122	536	45	26,842	2,237	13,998	1,167	40,305	3,359
26 A	3+ / 3	1,872	1,600,000	0.2954%	0.3365%	13,559	1,130	541	45	27,096	2,258	14,100	1,175	40,655	3,388
27 A	3+ / 3	1,872	1,615,000	0.2954%	0.3365%	13,559	1,130	546	45	27,350	2,279	14,105	1,175	40,909	3,409
28 A	3+ / 3	1,872	1,630,000	0.2954%	0.3365%	13,559	1,130	551	46	27,604	2,300	14,110	1,176	41,163	3,430
29 A(T)	2+ / 2	1,367 (412)	1,595,000	0.2319%	0.2642%	10,644	887	539	45	27,011	2,251	11,183	932	37,656	3,138
30 A	2+ / 2	1,367	1,405,000	0.2157%	0.2457%	9,901	825	475	40	23,794	1,983	10,376	865	33,695	2,808
31 A(T)	3+ / 3	1,898 (468)	2,105,000	0.3179%	0.3621%	14,592	1,216	711	59	35,648	2,971	15,303	1,275	50,240	4,187
32 A	3+ / 3	1,898	1,870,000	0.2995%	0.3412%	13,747	1,146	632	53	31,668	2,639	14,379	1,198	45,416	3,785
33 A	3+ / 3	1,898	1,885,000	0.2995%	0.3412%	13,747	1,146	637	53	31,922	2,660	14,384	1,199	45,670	3,806
34 A	3+ / 3	1,898	1,900,000	0.2995%	0.3412%	13,747	1,146	642	54	32,176	2,681	14,389	1,199	45,924	3,827
35 A	3+ / 3	1,898	1,915,000	0.2995%	0.3412%	13,747	1,146	647	54	32,430	2,703	14,394	1,200	46,178	3,848
36 A	3+ / 3	1,898	1,930,000	0.2995%	0.3412%	13,747	1,146	652	54	32,685	2,724	14,400	1,200	46,432	3,869
37 A	3+ / 3	1,898	1,945,000	0.2995%	0.3412%	13,747	1,146	657	55	32,939	2,745	14,405	1,200	46,686	3,890
38 A	3+ / 3	1,898	2,160,000	0.2995%	0.3412%	13,747	1,146	730	61	36,580	3,048	14,477	1,206	50,327	4,194
39 A	3+ / 3	1,898	2,175,000	0.2995%	0.3412%	13,747	1,146	735	61	36,834	3,069	14,482	1,207	50,581	4,215
40 A	3+ / 3	1,898	2,190,000	0.2995%	0.3412%	13,747	1,146	740	62	37,088	3,091	14,487	1,207	50,835	4,236
41 A	3+ / 3	1,898	2,205,000	0.2995%	0.3412%	13,747	1,146	745	62	37,342	3,112	14,492	1,208	51,089	4,257

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
42 A	3+ / 3	1,898	2,220,000	0.2995%	0.3412%	13,747	1,146	750	63	37,596	3,133	14,498	1,208	51,343	4,279
43 A	3+ / 3	1,898	2,235,000	0.2995%	0.3412%	13,747	1,146	755	63	37,850	3,154	14,503	1,209	51,597	4,300
44 A	3+ / 3	1,898	2,250,000	0.2995%	0.3412%	13,747	1,146	760	63	38,104	3,175	14,508	1,209	51,851	4,321
45 A	3+ / 3	1,898	2,265,000	0.2995%	0.3412%	13,747	1,146	765	64	38,358	3,196	14,513	1,209	52,105	4,342
46 A	3+ / 3	1,898	2,280,000	0.2995%	0.3412%	13,747	1,146	770	64	38,612	3,218	14,518	1,210	52,359	4,363
PH1 A	4+ / 4.5	2,868	3,005,000	0.4525%	0.5154%	20,770	1,731	1,015	85	50,890	4,241	21,786	1,815	71,660	5,972
PH2 A	4+ / 4.5	2,868	3,105,000	0.4525%	0.5154%	20,770	1,731	1,049	87	52,583	4,382	21,819	1,818	73,353	6,113
PH3 A	4+ / 4.5	2,868	3,205,000	0.4525%	0.5154%	20,770	1,731	1,083	90	54,277	4,523	21,853	1,821	75,047	6,254
PH4 A	4+ / 4.5	2,868	3,405,000	0.4525%	0.5154%	20,770	1,731	1,151	96	57,664	4,805	21,921	1,827	78,434	6,536
3 B	1 / 1	880	460,000	0.1389%	0.1582%	6,376	531	155	13	7,790	649	6,531	544	14,166	1,180
4 B	1 / 1	880	465,000	0.1389%	0.1582%	6,376	531	157	13	7,875	656	6,533	544	14,250	1,188
5 B	1 / 1	880	470,000	0.1389%	0.1582%	6,376	531	159	13	7,959	663	6,534	545	14,335	1,195
6 B	1 / 1	880	475,000	0.1389%	0.1582%	6,376	531	161	13	8,044	670	6,536	545	14,420	1,202
7 B	1 / 1	880	480,000	0.1389%	0.1582%	6,376	531	162	14	8,129	677	6,538	545	14,504	1,209
8 B	1 / 1	880	485,000	0.1389%	0.1582%	6,376	531	164	14	8,213	684	6,540	545	14,589	1,216
9 B	1 / 1	880	490,000	0.1389%	0.1582%	6,376	531	166	14	8,298	692	6,541	545	14,674	1,223
10 B	1 / 1	880	495,000	0.1389%	0.1582%	6,376	531	167	14	8,383	699	6,543	545	14,758	1,230
11 B	1 / 1	880	500,000	0.1389%	0.1582%	6,376	531	169	14	8,467	706	6,545	545	14,843	1,237
12 B	1 / 1	880	505,000	0.1389%	0.1582%	6,376	531	171	14	8,552	713	6,546	546	14,928	1,244
14 B	1 / 1	880	510,000	0.1389%	0.1582%	6,376	531	172	14	8,637	720	6,548	546	15,013	1,251
15 B	1 / 1	880	515,000	0.1389%	0.1582%	6,376	531	174	15	8,722	727	6,550	546	15,097	1,258
16 B	1 / 1	880	520,000	0.1389%	0.1582%	6,376	531	176	15	8,806	734	6,551	546	15,182	1,265
17 B	1 / 1	880	525,000	0.1389%	0.1582%	6,376	531	177	15	8,891	741	6,553	546	15,267	1,272
18 B	1 / 1	880	530,000	0.1389%	0.1582%	6,376	531	179	15	8,976	748	6,555	546	15,351	1,279
19 B	1 / 1	880	535,000	0.1389%	0.1582%	6,376	531	181	15	9,060	755	6,556	546	15,436	1,286
20 B	1 / 1	880	540,000	0.1389%	0.1582%	6,376	531	182	15	9,145	762	6,558	547	15,521	1,293
21 B(T)	3+ / 3	2,025 (630)	2,055,000	0.3444%	0.3923%	15,808	1,317	694	58	34,801	2,900	16,503	1,375	50,610	4,217
22 B	0 / 1	671	445,000	0.1059%	0.1206%	4,861	405	150	13	7,536	628	5,011	418	12,397	1,033
23 B	0 / 1	671	455,000	0.1059%	0.1206%	4,861	405	154	13	7,705	642	5,015	418	12,566	1,047
24 B	2 / 2	1,444	900,000	0.2278%	0.2595%	10,456	871	304	25	15,241	1,270	10,760	897	25,698	2,141
25 B	2 / 2	1,444	910,000	0.2278%	0.2595%	10,456	871	307	26	15,411	1,284	10,764	897	25,867	2,156
26 B	2 / 2	1,431	920,000	0.2258%	0.2572%	10,364	864	311	26	15,580	1,298	10,675	890	25,945	2,162
27 B	2 / 2	1,431	930,000	0.2258%	0.2572%	10,364	864	314	26	15,750	1,312	10,679	890	26,114	2,176
28 B	2 / 2	1,431	940,000	0.2258%	0.2572%	10,364	864	318	26	15,919	1,327	10,682	890	26,283	2,190
29 B	2 / 2	1,451	1,045,000	0.2290%	0.2609%	10,511	876	353	29	17,697	1,475	10,864	905	28,208	2,351
30 B	2 / 2	1,451	1,055,000	0.2290%	0.2609%	10,511	876	356	30	17,866	1,489	10,868	906	28,378	2,365
31 B	2+ / 2	1,429	1,255,000	0.2255%	0.2569%	10,351	863	424	35	21,253	1,771	10,775	898	31,604	2,634
32 B	2+ / 2	1,429	1,265,000	0.2255%	0.2569%	10,351	863	427	36	21,423	1,785	10,778	898	31,773	2,648
33 B	2+ / 2	1,429	1,275,000	0.2255%	0.2569%	10,351	863	431	36	21,592	1,799	10,782	898	31,943	2,662

(T) = Terrace

* *Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
34 B	2+ / 2	1,429	1,285,000	0.2255%	0.2569%	10,351	863	434	36	21,761	1,813	10,785	899	32,112	2,676
35 B	2+ / 2	1,429	1,295,000	0.2255%	0.2569%	10,351	863	438	36	21,931	1,828	10,788	899	32,282	2,690
36 B	2+ / 2	1,429	1,305,000	0.2255%	0.2569%	10,351	863	441	37	22,100	1,842	10,792	899	32,451	2,704
37 B	2+ / 2	1,429	1,315,000	0.2255%	0.2569%	10,351	863	444	37	22,270	1,856	10,795	900	32,620	2,718
38 B	2+ / 2	1,429	1,475,000	0.2255%	0.2569%	10,351	863	498	42	24,979	2,082	10,849	904	35,330	2,944
39 B	2+ / 2	1,429	1,500,000	0.2255%	0.2569%	10,351	863	507	42	25,402	2,117	10,858	905	35,753	2,979
40 B	2+ / 2	1,429	1,525,000	0.2255%	0.2569%	10,351	863	515	43	25,826	2,152	10,866	905	36,177	3,015
41 B	2+ / 2	1,429	1,550,000	0.2255%	0.2569%	10,351	863	524	44	26,249	2,187	10,874	906	36,600	3,050
42 B	2+ / 2	1,429	1,575,000	0.2255%	0.2569%	10,351	863	532	44	26,673	2,223	10,883	907	37,023	3,085
43 B	2+ / 2	1,429	1,600,000	0.2255%	0.2569%	10,351	863	541	45	27,096	2,258	10,891	908	37,447	3,121
44 B	2+ / 2	1,429	1,625,000	0.2255%	0.2569%	10,351	863	549	46	27,519	2,293	10,900	908	37,870	3,156
45 B	2+ / 2	1,429	1,650,000	0.2255%	0.2569%	10,351	863	558	46	27,943	2,329	10,908	909	38,293	3,191
46 B	2+ / 2	1,429	1,675,000	0.2255%	0.2569%	10,351	863	566	47	28,366	2,364	10,917	910	38,717	3,226
PH1 B	3+ / 3	1,915	2,080,000	0.3022%	0.3442%	13,871	1,156	703	59	35,225	2,935	14,574	1,215	49,096	4,091
PH2 B	3+ / 3	1,915	2,105,000	0.3022%	0.3442%	13,871	1,156	711	59	35,648	2,971	14,583	1,215	49,519	4,127
PH3 B	3+ / 3	1,915	2,130,000	0.3022%	0.3442%	13,871	1,156	720	60	36,072	3,006	14,591	1,216	49,943	4,162
PH4 B	3+ / 3	1,915	2,255,000	0.3022%	0.3442%	13,871	1,156	762	63	38,188	3,182	14,633	1,219	52,060	4,338
3 C	1 / 1	800	390,000	0.1262%	0.1438%	5,793	483	132	11	6,605	550	5,925	494	12,397	1,033
4 C	1 / 1	800	395,000	0.1262%	0.1438%	5,793	483	133	11	6,689	557	5,926	494	12,482	1,040
5 C	1 / 1	800	400,000	0.1262%	0.1438%	5,793	483	135	11	6,774	564	5,928	494	12,567	1,047
6 C	1 / 1	783	405,000	0.1235%	0.1407%	5,669	472	137	11	6,859	572	5,806	484	12,527	1,044
7 C	1 / 1	783	410,000	0.1235%	0.1407%	5,669	472	139	12	6,943	579	5,807	484	12,612	1,051
8 C	1 / 1	783	415,000	0.1235%	0.1407%	5,669	472	140	12	7,028	586	5,809	484	12,697	1,058
9 C	1 / 1	783	420,000	0.1235%	0.1407%	5,669	472	142	12	7,113	593	5,811	484	12,781	1,065
10 C	1 / 1	783	425,000	0.1235%	0.1407%	5,669	472	144	12	7,197	600	5,812	484	12,866	1,072
11 C	1 / 1	783	430,000	0.1235%	0.1407%	5,669	472	145	12	7,282	607	5,814	485	12,951	1,079
12 C	1 / 1	783	435,000	0.1235%	0.1407%	5,669	472	147	12	7,367	614	5,816	485	13,036	1,086
14 C	1 / 1	783	440,000	0.1235%	0.1407%	5,669	472	149	12	7,451	621	5,817	485	13,120	1,093
15 C	1 / 1	783	445,000	0.1235%	0.1407%	5,669	472	150	13	7,536	628	5,819	485	13,205	1,100
16 C	1 / 1	755	435,000	0.1191%	0.1357%	5,467	456	147	12	7,367	614	5,614	468	12,834	1,069
17 C	1 / 1	755	440,000	0.1191%	0.1357%	5,467	456	149	12	7,451	621	5,615	468	12,918	1,077
18 C	1 / 1	755	445,000	0.1191%	0.1357%	5,467	456	150	13	7,536	628	5,617	468	13,003	1,084
19 C	1 / 1	755	450,000	0.1191%	0.1357%	5,467	456	152	13	7,621	635	5,619	468	13,088	1,091
20 C	1 / 1	755	455,000	0.1191%	0.1357%	5,467	456	154	13	7,705	642	5,621	468	13,172	1,098
21 C	3+ / 3	1,833	1,470,000	0.2892%	0.3294%	13,275	1,106	497	41	24,894	2,075	13,771	1,148	38,169	3,181
22 C	2 / 2	1,384	880,000	0.2184%	0.2488%	10,025	835	297	25	14,903	1,242	10,322	860	24,928	2,077
23 C	2 / 2	1,384	890,000	0.2184%	0.2488%	10,025	835	301	25	15,072	1,256	10,326	860	25,097	2,091
24 C	3+ / 3	1,833	1,515,000	0.2892%	0.3294%	13,275	1,106	512	43	25,656	2,138	13,787	1,149	38,931	3,244
25 C	3+ / 3	1,833	1,530,000	0.2892%	0.3294%	13,275	1,106	517	43	25,911	2,159	13,792	1,149	39,185	3,265

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
26 C	3+ / 3	1,833	1,545,000	0.2892%	0.3294%	13,275	1,106	522	44	26,165	2,180	13,797	1,150	39,439	3,287
27 C	3+ / 3	1,833	1,560,000	0.2892%	0.3294%	13,275	1,106	527	44	26,419	2,202	13,802	1,150	39,693	3,308
28 C	3+ / 3	1,833	1,575,000	0.2892%	0.3294%	13,275	1,106	532	44	26,673	2,223	13,807	1,151	39,947	3,329
29 C	3+ / 3	1,823	1,590,000	0.2876%	0.3276%	13,201	1,100	537	45	26,927	2,244	13,738	1,145	40,128	3,344
30 C	3+ / 3	1,823	1,605,000	0.2876%	0.3276%	13,201	1,100	542	45	27,181	2,265	13,743	1,145	40,382	3,365
31 C	2+ / 2	1,429	1,305,000	0.2255%	0.2569%	10,351	863	441	37	22,100	1,842	10,792	899	32,451	2,704
32 C	2+ / 2	1,429	1,315,000	0.2255%	0.2569%	10,351	863	444	37	22,270	1,856	10,795	900	32,620	2,718
33 C	2+ / 2	1,429	1,325,000	0.2255%	0.2569%	10,351	863	448	37	22,439	1,870	10,798	900	32,790	2,732
34 C	2+ / 2	1,429	1,335,000	0.2255%	0.2569%	10,351	863	451	38	22,608	1,884	10,802	900	32,959	2,747
35 C	2+ / 2	1,429	1,345,000	0.2255%	0.2569%	10,351	863	454	38	22,778	1,898	10,805	900	33,128	2,761
36 C	2+ / 2	1,429	1,355,000	0.2255%	0.2569%	10,351	863	458	38	22,947	1,912	10,809	901	33,298	2,775
37 C	2+ / 2	1,429	1,365,000	0.2255%	0.2569%	10,351	863	461	38	23,116	1,926	10,812	901	33,467	2,789
38 C	2+ / 2	1,429	1,375,000	0.2255%	0.2569%	10,351	863	465	39	23,286	1,940	10,815	901	33,636	2,803
39 C	2+ / 2	1,429	1,385,000	0.2255%	0.2569%	10,351	863	468	39	23,455	1,955	10,819	902	33,806	2,817
40 C	2+ / 2	1,429	1,395,000	0.2255%	0.2569%	10,351	863	471	39	23,624	1,969	10,822	902	33,975	2,831
41 C	2+ / 2	1,429	1,405,000	0.2255%	0.2569%	10,351	863	475	40	23,794	1,983	10,825	902	34,144	2,845
42 C	2+ / 2	1,429	1,415,000	0.2255%	0.2569%	10,351	863	478	40	23,963	1,997	10,829	902	34,314	2,859
43 C	2+ / 2	1,429	1,425,000	0.2255%	0.2569%	10,351	863	482	40	24,132	2,011	10,832	903	34,483	2,874
44 C	2+ / 2	1,429	1,435,000	0.2255%	0.2569%	10,351	863	485	40	24,302	2,025	10,836	903	34,652	2,888
45 C	2+ / 2	1,429	1,445,000	0.2255%	0.2569%	10,351	863	488	41	24,471	2,039	10,839	903	34,822	2,902
46 C	2+ / 2	1,429	1,455,000	0.2255%	0.2569%	10,351	863	492	41	24,640	2,053	10,842	904	34,991	2,916
PH1 C	2+ / 2	1,436	1,555,000	0.2266%	0.2581%	10,401	867	525	44	26,334	2,194	10,927	911	36,735	3,061
PH2 C	2+ / 2	1,436	1,580,000	0.2266%	0.2581%	10,401	867	534	44	26,757	2,230	10,935	911	37,158	3,097
PH3 C	2+ / 2	1,436	1,605,000	0.2266%	0.2581%	10,401	867	542	45	27,181	2,265	10,944	912	37,582	3,132
PH4 C	2+ / 2	1,436	1,730,000	0.2266%	0.2581%	10,401	867	585	49	29,298	2,441	10,986	915	39,699	3,308
3 D	0 / 1	775	430,000	0.1223%	0.1393%	5,614	468	145	12	7,282	607	5,759	480	12,896	1,075
4 D	0 / 1	775	435,000	0.1223%	0.1393%	5,614	468	147	12	7,367	614	5,761	480	12,980	1,082
5 D	0 / 1	775	440,000	0.1223%	0.1393%	5,614	468	149	12	7,451	621	5,762	480	13,065	1,089
6 D	1+ / 1.5	1,052	665,000	0.1660%	0.1891%	7,620	635	225	19	11,262	938	7,844	654	18,881	1,573
7 D	1+ / 1.5	1,052	595,000	0.1660%	0.1891%	7,620	635	201	17	10,076	840	7,821	652	17,696	1,475
8 D	1+ / 1.5	1,052	600,000	0.1660%	0.1891%	7,620	635	203	17	10,161	847	7,822	652	17,781	1,482
9 D	1+ / 1.5	1,052	605,000	0.1660%	0.1891%	7,620	635	204	17	10,246	854	7,824	652	17,865	1,489
10 D	1+ / 1.5	1,052	610,000	0.1660%	0.1891%	7,620	635	206	17	10,330	861	7,826	652	17,950	1,496
11 D	1+ / 1.5	1,052	615,000	0.1660%	0.1891%	7,620	635	208	17	10,415	868	7,827	652	18,035	1,503
12 D	1+ / 1.5	1,052	620,000	0.1660%	0.1891%	7,620	635	209	17	10,500	875	7,829	652	18,119	1,510
14 D	1+ / 1.5	1,052	625,000	0.1660%	0.1891%	7,620	635	211	18	10,584	882	7,831	653	18,204	1,517
15 D	1+ / 1.5	1,052	630,000	0.1660%	0.1891%	7,620	635	213	18	10,669	889	7,832	653	18,289	1,524
16 D	1+ / 1.5	1,025	635,000	0.1617%	0.1842%	7,422	619	215	18	10,754	896	7,637	636	18,176	1,515
17 D	1+ / 1.5	1,025	640,000	0.1617%	0.1842%	7,422	619	216	18	10,838	903	7,638	637	18,261	1,522

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
18 D	1+ / 1.5	1,025	645,000	0.1617%	0.1842%	7,422	619	218	18	10,923	910	7,640	637	18,345	1,529
19 D	1+ / 1.5	1,025	650,000	0.1617%	0.1842%	7,422	619	220	18	11,008	917	7,642	637	18,430	1,536
20 D	1+ / 1.5	1,025	655,000	0.1617%	0.1842%	7,422	619	221	18	11,092	924	7,644	637	18,515	1,543
21 D	2+ / 2	1,487	1,065,000	0.2346%	0.2672%	10,768	897	360	30	18,036	1,503	11,128	927	28,804	2,400
22 D	3+ / 3	1,833	1,485,000	0.2892%	0.3294%	13,275	1,106	502	42	25,148	2,096	13,776	1,148	38,423	3,202
23 D	3+ / 3	1,833	1,500,000	0.2892%	0.3294%	13,275	1,106	507	42	25,402	2,117	13,781	1,148	38,677	3,223
24 D	2+ / 2	1,487	1,095,000	0.2346%	0.2672%	10,768	897	370	31	18,544	1,545	11,136	928	29,312	2,443
25 D	2+ / 2	1,487	1,105,000	0.2346%	0.2672%	10,768	897	373	31	18,713	1,559	11,142	928	29,482	2,457
26 D	2+ / 2	1,487	1,115,000	0.2346%	0.2672%	10,768	897	377	31	18,883	1,574	11,145	929	29,651	2,471
27 D	2+ / 2	1,487	1,125,000	0.2346%	0.2672%	10,768	897	380	32	19,052	1,588	11,149	929	29,820	2,485
28 D	2+ / 2	1,487	1,135,000	0.2346%	0.2672%	10,768	897	384	32	19,221	1,602	11,152	929	29,990	2,499
29 D	2+ / 2	1,487	1,145,000	0.2346%	0.2672%	10,768	897	387	32	19,391	1,616	11,155	930	30,159	2,513
30 D	2+ / 2	1,487	1,155,000	0.2346%	0.2672%	10,768	897	390	33	19,560	1,630	11,159	930	30,328	2,527
31 D(T)	3+ / 3	1,915 (468)	2,005,000	0.3206%	0.3652%	14,716	1,226	677	56	33,955	2,830	15,393	1,283	48,671	4,056
32 D	3+ / 3	1,915	1,770,000	0.3022%	0.3442%	13,871	1,156	598	50	29,975	2,498	14,469	1,206	43,846	3,654
33 D	3+ / 3	1,915	1,785,000	0.3022%	0.3442%	13,871	1,156	603	50	30,229	2,519	14,474	1,206	44,100	3,675
34 D	3+ / 3	1,915	1,800,000	0.3022%	0.3442%	13,871	1,156	608	51	30,483	2,540	14,480	1,207	44,354	3,696
35 D	3+ / 3	1,915	1,815,000	0.3022%	0.3442%	13,871	1,156	613	51	30,737	2,561	14,485	1,207	44,608	3,717
36 D	3+ / 3	1,915	1,830,000	0.3022%	0.3442%	13,871	1,156	618	52	30,991	2,583	14,490	1,207	44,862	3,739
37 D	3+ / 3	1,915	1,845,000	0.3022%	0.3442%	13,871	1,156	623	52	31,245	2,604	14,495	1,208	45,116	3,760
38 D	3+ / 3	1,915	1,860,000	0.3022%	0.3442%	13,871	1,156	628	52	31,499	2,625	14,500	1,208	45,370	3,781
39 D	3+ / 3	1,915	1,875,000	0.3022%	0.3442%	13,871	1,156	634	53	31,753	2,646	14,505	1,209	45,624	3,802
40 D	3+ / 3	1,915	1,890,000	0.3022%	0.3442%	13,871	1,156	639	53	32,007	2,667	14,510	1,209	45,878	3,823
41 D	3+ / 3	1,915	1,905,000	0.3022%	0.3442%	13,871	1,156	644	54	32,261	2,688	14,515	1,210	46,132	3,844
42 D	3+ / 3	1,915	1,920,000	0.3022%	0.3442%	13,871	1,156	649	54	32,515	2,710	14,520	1,210	46,386	3,866
43 D	3+ / 3	1,915	1,935,000	0.3022%	0.3442%	13,871	1,156	654	54	32,769	2,731	14,525	1,210	46,641	3,887
44 D	3+ / 3	1,915	1,950,000	0.3022%	0.3442%	13,871	1,156	659	55	33,023	2,752	14,530	1,211	46,895	3,908
45 D	3+ / 3	1,915	1,965,000	0.3022%	0.3442%	13,871	1,156	664	55	33,277	2,773	14,535	1,211	47,149	3,929
46 D	3+ / 3	1,915	1,980,000	0.3022%	0.3442%	13,871	1,156	669	56	33,531	2,794	14,540	1,212	47,403	3,950
3 E	1 / 1	875	440,000	0.1381%	0.1573%	6,339	528	149	12	7,451	621	6,488	541	13,790	1,149
4 E	1 / 1	875	445,000	0.1381%	0.1573%	6,339	528	150	13	7,536	628	6,489	541	13,875	1,156
5 E	1 / 1	875	450,000	0.1381%	0.1573%	6,339	528	152	13	7,621	635	6,491	541	13,960	1,163
6 E(T)	2+ / 2	1,512 (865)	1,175,000	0.2727%	0.3106%	12,517	1,043	397	33	19,899	1,658	12,914	1,076	32,416	2,701
7 E	2+ / 2	1,512	935,000	0.2386%	0.2718%	10,952	913	316	26	15,834	1,320	11,268	939	26,786	2,232
8 E	2+ / 2	1,512	945,000	0.2386%	0.2718%	10,952	913	319	27	16,004	1,334	11,271	939	26,956	2,246
9 E	2+ / 2	1,512	955,000	0.2386%	0.2718%	10,952	913	323	27	16,173	1,348	11,275	940	27,125	2,260
10 E	2+ / 2	1,512	965,000	0.2386%	0.2718%	10,952	913	326	27	16,342	1,362	11,278	940	27,294	2,275
11 E	2+ / 2	1,512	975,000	0.2386%	0.2718%	10,952	913	329	27	16,512	1,376	11,281	940	27,464	2,289
12 E	2+ / 2	1,512	985,000	0.2386%	0.2718%	10,952	913	333	28	16,681	1,390	11,285	940	27,633	2,303

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
14 E	2+ / 2	1,512	995,000	0.2386%	0.2718%	10,952	913	336	28	16,850	1,404	11,288	941	27,802	2,317
15 E	2+ / 2	1,512	1,005,000	0.2386%	0.2718%	10,952	913	340	28	17,020	1,418	11,292	941	27,972	2,331
16 E	2+ / 2	1,486	1,015,000	0.2345%	0.2671%	10,764	897	343	29	17,189	1,432	11,107	926	27,953	2,329
17 E	2+ / 2	1,486	1,025,000	0.2345%	0.2671%	10,764	897	346	29	17,358	1,447	11,110	926	28,122	2,344
18 E	2+ / 2	1,486	1,035,000	0.2345%	0.2671%	10,764	897	350	29	17,528	1,461	11,114	926	28,292	2,358
19 E	2+ / 2	1,486	1,045,000	0.2345%	0.2671%	10,764	897	353	29	17,697	1,475	11,117	926	28,461	2,372
20 E	2+ / 2	1,486	1,055,000	0.2345%	0.2671%	10,764	897	356	30	17,866	1,489	11,120	927	28,630	2,386
21 E	1 / 1	903	505,000	0.1425%	0.1623%	6,541	545	171	14	8,552	713	6,712	559	15,093	1,258
22 E	2+ / 2	1,487	1,075,000	0.2346%	0.2672%	10,768	897	363	30	18,205	1,517	11,132	928	28,974	2,414
23 E	2+ / 2	1,487	1,085,000	0.2346%	0.2672%	10,768	897	367	31	18,374	1,531	11,135	928	29,143	2,429
24 E	1 / 1	903	520,000	0.1425%	0.1623%	6,541	545	176	15	8,806	734	6,717	560	15,347	1,279
25 E	1 / 1	903	525,000	0.1425%	0.1623%	6,541	545	177	15	8,891	741	6,718	560	15,432	1,286
26 E	1 / 1	903	530,000	0.1425%	0.1623%	6,541	545	179	15	8,976	748	6,720	560	15,516	1,293
27 E	1 / 1	903	535,000	0.1425%	0.1623%	6,541	545	181	15	9,060	755	6,722	560	15,601	1,300
28 E	1 / 1	903	540,000	0.1425%	0.1623%	6,541	545	182	15	9,145	762	6,723	560	15,686	1,307
29 E	1 / 1	895	545,000	0.1412%	0.1608%	6,481	540	184	15	9,230	769	6,665	555	15,711	1,309
30 E	1 / 1	895	550,000	0.1412%	0.1608%	6,481	540	186	15	9,314	776	6,667	556	15,795	1,316
3 F	2+ / 2	1,518	800,000	0.2395%	0.2728%	10,993	916	270	23	13,548	1,129	11,264	939	24,541	2,045
4 F	2+ / 2	1,518	810,000	0.2395%	0.2728%	10,993	916	274	23	13,717	1,143	11,267	939	24,711	2,059
5 F	2+ / 2	1,518	820,000	0.2395%	0.2728%	10,993	916	277	23	13,887	1,157	11,270	939	24,880	2,073
6 F(T)	1 / 1	932 (227)	500,000	0.1560%	0.1777%	7,161	597	169	14	8,467	706	7,330	611	15,628	1,302
7 F	1 / 1	932	455,000	0.1471%	0.1676%	6,752	563	154	13	7,705	642	6,906	575	14,457	1,205
8 F	1 / 1	932	460,000	0.1471%	0.1676%	6,752	563	155	13	7,790	649	6,907	576	14,542	1,212
9 F	1 / 1	932	465,000	0.1471%	0.1676%	6,752	563	157	13	7,875	656	6,909	576	14,627	1,219
10 F	1 / 1	932	470,000	0.1471%	0.1676%	6,752	563	159	13	7,959	663	6,911	576	14,711	1,226
11 F	1 / 1	932	475,000	0.1471%	0.1676%	6,752	563	161	13	8,044	670	6,913	576	14,796	1,233
12 F	1 / 1	932	480,000	0.1471%	0.1676%	6,752	563	162	14	8,129	677	6,914	576	14,881	1,240
14 F	1 / 1	932	485,000	0.1471%	0.1676%	6,752	563	164	14	8,213	684	6,916	576	14,966	1,247
15 F	1 / 1	932	490,000	0.1471%	0.1676%	6,752	563	166	14	8,298	692	6,918	576	15,050	1,254
16 F	1 / 1	905	480,000	0.1428%	0.1627%	6,555	546	162	14	8,129	677	6,717	560	14,683	1,224
17 F	1 / 1	905	485,000	0.1428%	0.1627%	6,555	546	164	14	8,213	684	6,719	560	14,768	1,231
18 F	1 / 1	905	490,000	0.1428%	0.1627%	6,555	546	166	14	8,298	692	6,720	560	14,853	1,238
19 F	1 / 1	905	495,000	0.1428%	0.1627%	6,555	546	167	14	8,383	699	6,722	560	14,937	1,245
20 F	1 / 1	905	500,000	0.1428%	0.1627%	6,555	546	169	14	8,467	706	6,724	560	15,022	1,252
21 F	1 / 1.5	886	710,000	0.1398%	0.1592%	6,417	535	240	20	12,024	1,002	6,657	555	18,441	1,537
22 F	1 / 1	903	510,000	0.1425%	0.1623%	6,541	545	172	14	8,637	720	6,713	559	15,178	1,265
23 F	1 / 1	903	515,000	0.1425%	0.1623%	6,541	545	174	15	8,722	727	6,715	560	15,262	1,272
24 F	1 / 1.5	886	625,000	0.1398%	0.1592%	6,417	535	211	18	10,584	882	6,628	552	17,001	1,417
25 F	1 / 1.5	886	630,000	0.1398%	0.1592%	6,417	535	213	18	10,669	889	6,630	552	17,086	1,424

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
26 F	1 / 1.5	886	635,000	0.1398%	0.1592%	6,417	535	215	18	10,754	896	6,632	553	17,171	1,431
27 F	1 / 1.5	882	640,000	0.1392%	0.1586%	6,389	532	216	18	10,838	903	6,606	550	17,228	1,436
28 F	1 / 1.5	882	645,000	0.1392%	0.1586%	6,389	532	218	18	10,923	910	6,607	551	17,313	1,443
29 F	1 / 1	803	660,000	0.1267%	0.1443%	5,816	485	223	19	11,177	931	6,039	503	16,993	1,416
30 F	1 / 1	803	670,000	0.1267%	0.1443%	5,816	485	226	19	11,346	946	6,042	504	17,162	1,430
3 G	1 / 1	906	445,000	0.1430%	0.1629%	6,564	547	150	13	7,536	628	6,714	560	14,100	1,175
4 G	1 / 1	906	450,000	0.1430%	0.1629%	6,564	547	152	13	7,621	635	6,716	560	14,185	1,182
5 G	1 / 1	906	455,000	0.1430%	0.1629%	6,564	547	154	13	7,705	642	6,718	560	14,269	1,189
6 G(T)	1 / 1.5	902 (143)	590,000	0.1480%	0.1686%	6,793	566	199	17	9,992	833	6,993	583	16,785	1,399
7 G	1 / 1.5	902	545,000	0.1423%	0.1621%	6,532	544	184	15	9,230	769	6,716	560	15,761	1,313
8 G	1 / 1.5	902	550,000	0.1423%	0.1621%	6,532	544	186	15	9,314	776	6,718	560	15,846	1,320
9 G	1 / 1.5	902	555,000	0.1423%	0.1621%	6,532	544	188	16	9,399	783	6,719	560	15,931	1,328
10 G	1 / 1.5	902	560,000	0.1423%	0.1621%	6,532	544	189	16	9,484	790	6,721	560	16,015	1,335
11 G	1 / 1.5	902	565,000	0.1423%	0.1621%	6,532	544	191	16	9,568	797	6,723	560	16,100	1,342
12 G	1 / 1.5	902	570,000	0.1423%	0.1621%	6,532	544	193	16	9,653	804	6,724	560	16,185	1,349
14 G	1 / 1.5	902	575,000	0.1423%	0.1621%	6,532	544	194	16	9,738	811	6,726	561	16,269	1,356
15 G	1 / 1.5	902	580,000	0.1423%	0.1621%	6,532	544	196	16	9,822	819	6,728	561	16,354	1,363
16 G	1 / 1.5	902	585,000	0.1423%	0.1621%	6,532	544	198	16	9,907	826	6,729	561	16,439	1,370
17 G	1 / 1.5	902	590,000	0.1423%	0.1621%	6,532	544	199	17	9,992	833	6,731	561	16,523	1,377
18 G	1 / 1.5	902	595,000	0.1423%	0.1621%	6,532	544	201	17	10,076	840	6,733	561	16,608	1,384
19 G	1 / 1.5	902	600,000	0.1423%	0.1621%	6,532	544	203	17	10,161	847	6,734	561	16,693	1,391
20 G	1 / 1.5	902	605,000	0.1423%	0.1621%	6,532	544	204	17	10,246	854	6,736	561	16,777	1,398
21 G(T)	2+ / 2	1,594 (135)	1,430,000	0.2568%	0.2925%	11,787	982	483	40	24,217	2,018	12,271	1,023	36,004	3,000
22 G	1 / 1.5	889	615,000	0.1403%	0.1598%	6,440	537	208	17	10,415	868	6,648	554	16,855	1,405
23 G	1 / 1.5	889	620,000	0.1403%	0.1598%	6,440	537	209	17	10,500	875	6,649	554	16,940	1,412
24 G	3+ / 3	1,893	1,650,000	0.2987%	0.3402%	13,711	1,143	558	46	27,943	2,329	14,268	1,189	41,653	3,471
25 G	3+ / 3	1,893	1,665,000	0.2987%	0.3402%	13,711	1,143	563	47	28,197	2,350	14,273	1,189	41,907	3,492
26 G	3+ / 3	1,893	1,680,000	0.2987%	0.3402%	13,711	1,143	568	47	28,451	2,371	14,278	1,190	42,161	3,513
27 G	3+ / 3	1,897	1,695,000	0.2993%	0.3409%	13,738	1,145	573	48	28,705	2,392	14,311	1,193	42,443	3,537
28 G	3+ / 3	1,897	1,710,000	0.2993%	0.3409%	13,738	1,145	578	48	28,959	2,413	14,316	1,193	42,697	3,558
29 G(T)	2+ / 2	1,460 (412)	1,545,000	0.2466%	0.2809%	11,319	943	522	44	26,165	2,180	11,841	987	37,484	3,124
30 G	2+ / 2	1,460	1,355,000	0.2304%	0.2624%	10,576	881	458	38	22,947	1,912	11,033	919	33,523	2,794
3 H	2 / 2.5	1,761	930,000	0.2779%	0.3166%	12,756	1,063	314	26	15,750	1,312	13,070	1,089	28,505	2,375
4 H	2 / 2.5	1,761	940,000	0.2779%	0.3166%	12,756	1,063	318	26	15,919	1,327	13,074	1,089	28,675	2,390
5 H	2 / 2.5	1,761	950,000	0.2779%	0.3166%	12,756	1,063	321	27	16,088	1,341	13,077	1,090	28,844	2,404
22 H	2+ / 2	1,591	1,340,000	0.2510%	0.2859%	11,521	960	453	38	22,693	1,891	11,974	998	34,214	2,851
23 H	2+ / 2	1,591	1,350,000	0.2510%	0.2859%	11,521	960	456	38	22,862	1,905	11,977	998	34,383	2,865
3 I	1+ / 1.5	983	560,000	0.1551%	0.1767%	7,119	593	189	16	9,484	790	7,308	609	16,603	1,384
4 I	1+ / 1.5	983	570,000	0.1551%	0.1767%	7,119	593	193	16	9,653	804	7,312	609	16,772	1,398

(T) = Terrace

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SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED-ROOMS / BATH-ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
5 I	1+ / 1.5	983	580,000	0.1551%	0.1767%	7,119	593	196	16	9,822	819	7,315	610	16,942	1,412
3 J	2+ / 2.5	1,776	1,105,000	0.2802%	0.3192%	12,861	1,072	373	31	18,713	1,559	13,235	1,103	31,575	2,631
4 J	2+ / 2.5	1,776	1,205,000	0.2802%	0.3192%	12,861	1,072	407	34	20,407	1,701	13,269	1,106	33,268	2,772
5 J	2+ / 2.5	1,776	1,215,000	0.2802%	0.3192%	12,861	1,072	411	34	20,576	1,715	13,272	1,106	33,437	2,786
6 J	3+ / 3.5	2,127	1,480,000	0.3356%	0.3823%	15,404	1,284	500	42	25,064	2,089	15,905	1,325	40,468	3,372
7 J	3+ / 3.5	2,127	1,495,000	0.3356%	0.3823%	15,404	1,284	505	42	25,318	2,110	15,910	1,326	40,722	3,394
8 J	3+ / 3.5	2,127	1,510,000	0.3356%	0.3823%	15,404	1,284	510	43	25,572	2,131	15,915	1,326	40,976	3,415
9 J	3+ / 3.5	2,127	1,525,000	0.3356%	0.3823%	15,404	1,284	515	43	25,826	2,152	15,920	1,327	41,230	3,436
10 J	3+ / 3.5	2,127	1,540,000	0.3356%	0.3823%	15,404	1,284	520	43	26,080	2,173	15,925	1,327	41,484	3,457
11 J	3+ / 3.5	2,127	1,555,000	0.3356%	0.3823%	15,404	1,284	525	44	26,334	2,194	15,930	1,327	41,738	3,478
12 J	3+ / 3.5	2,127	1,570,000	0.3356%	0.3823%	15,404	1,284	530	44	26,588	2,216	15,935	1,328	41,992	3,499
14 J	3+ / 3.5	2,127	1,585,000	0.3356%	0.3823%	15,404	1,284	536	45	26,842	2,237	15,940	1,328	42,246	3,521
15 J	3+ / 3.5	2,127	1,600,000	0.3356%	0.3823%	15,404	1,284	541	45	27,096	2,258	15,945	1,329	42,500	3,542
16 J(T)	3+ / 2.5	1,860 (299)	1,630,000	0.3053%	0.3478%	14,014	1,168	551	46	27,604	2,300	14,564	1,214	41,618	3,468
17 J	3+ / 2.5	1,860	1,495,000	0.2935%	0.3343%	13,472	1,123	505	42	25,318	2,110	13,977	1,165	38,790	3,232
18 J	3+ / 2.5	1,860	1,510,000	0.2935%	0.3343%	13,472	1,123	510	43	25,572	2,131	13,982	1,165	39,044	3,254
19 J	3+ / 2.5	1,860	1,525,000	0.2935%	0.3343%	13,472	1,123	515	43	25,826	2,152	13,987	1,166	39,298	3,275
20 J	3+ / 2.5	1,860	1,540,000	0.2935%	0.3343%	13,472	1,123	520	43	26,080	2,173	13,992	1,166	39,552	3,296
3 K	1+ / 1.5	1,044	630,000	0.1647%	0.1876%	7,560	630	213	18	10,669	889	7,773	648	18,229	1,519
4 K	1+ / 1.5	1,044	680,000	0.1647%	0.1876%	7,560	630	230	19	11,516	960	7,790	649	19,076	1,590
5 K	1+ / 1.5	1,044	685,000	0.1647%	0.1876%	7,560	630	231	19	11,600	967	7,791	649	19,160	1,597
6 K	1+ / 1.5	1,044	690,000	0.1647%	0.1876%	7,560	630	233	19	11,685	974	7,793	649	19,245	1,604
7 K	1+ / 1.5	1,044	695,000	0.1647%	0.1876%	7,560	630	235	20	11,770	981	7,795	650	19,330	1,611
8 K	1+ / 1.5	1,044	700,000	0.1647%	0.1876%	7,560	630	237	20	11,854	988	7,796	650	19,414	1,618
9 K	1+ / 1.5	1,044	705,000	0.1647%	0.1876%	7,560	630	238	20	11,939	995	7,798	650	19,499	1,625
10 K	1+ / 1.5	1,044	710,000	0.1647%	0.1876%	7,560	630	240	20	12,024	1,002	7,800	650	19,584	1,632
11 K	1+ / 1.5	1,044	715,000	0.1647%	0.1876%	7,560	630	242	20	12,109	1,009	7,802	650	19,668	1,639
12 K	1+ / 1.5	1,044	720,000	0.1647%	0.1876%	7,560	630	243	20	12,193	1,016	7,803	650	19,753	1,646
14 K	1+ / 1.5	1,044	725,000	0.1647%	0.1876%	7,560	630	245	20	12,278	1,023	7,805	650	19,838	1,653
15 K	1+ / 1.5	1,044	730,000	0.1647%	0.1876%	7,560	630	247	21	12,363	1,030	7,807	651	19,922	1,660
3 L	2+ / 2	1,481	980,000	0.2337%	0.2662%	10,727	894	331	28	16,596	1,383	11,058	922	27,323	2,277
4 L	2+ / 2	1,481	1,080,000	0.2337%	0.2662%	10,727	894	365	30	18,290	1,524	11,092	924	29,017	2,418
5 L	2+ / 2	1,481	1,090,000	0.2337%	0.2662%	10,727	894	368	31	18,459	1,538	11,095	925	29,186	2,432
6 L	2+ / 2	1,481	1,100,000	0.2337%	0.2662%	10,727	894	372	31	18,628	1,552	11,099	925	29,356	2,446
7 L	2+ / 2	1,481	1,110,000	0.2337%	0.2662%	10,727	894	375	31	18,798	1,566	11,102	925	29,525	2,460
8 L	2+ / 2	1,481	1,120,000	0.2337%	0.2662%	10,727	894	378	32	18,967	1,581	11,106	925	29,694	2,475
9 L	2+ / 2	1,481	1,130,000	0.2337%	0.2662%	10,727	894	382	32	19,137	1,595	11,109	926	29,864	2,489
10 L	2+ / 2	1,481	1,140,000	0.2337%	0.2662%	10,727	894	385	32	19,306	1,609	11,112	926	30,033	2,503
11 L	2+ / 2	1,481	1,150,000	0.2337%	0.2662%	10,727	894	389	32	19,475	1,623	11,116	926	30,202	2,517

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
12 L	2+ / 2	1,481	1,160,000	0.2337%	0.2662%	10,727	894	392	33	19,645	1,637	11,119	927	30,372	2,531
14 L	2+ / 2	1,481	1,170,000	0.2337%	0.2662%	10,727	894	395	33	19,814	1,651	11,122	927	30,541	2,545
15 L	2+ / 2	1,481	1,180,000	0.2337%	0.2662%	10,727	894	399	33	19,983	1,665	11,126	927	30,710	2,559
16 L(T)	2+ / 2	1,484 (290)	1,340,000	0.2456%	0.2798%	11,273	939	453	38	22,693	1,891	11,726	977	33,966	2,831
17 L	2+ / 2	1,484	1,200,000	0.2342%	0.2668%	10,750	896	405	34	20,322	1,693	11,156	930	31,072	2,589
18 L	2+ / 2	1,484	1,210,000	0.2342%	0.2668%	10,750	896	409	34	20,491	1,708	11,159	930	31,241	2,603
19 L	2+ / 2	1,484	1,220,000	0.2342%	0.2668%	10,750	896	412	34	20,661	1,722	11,162	930	31,411	2,618
20 L	2+ / 2	1,484	1,230,000	0.2342%	0.2668%	10,750	896	416	35	20,830	1,736	11,166	930	31,580	2,632
3 M	2+ / 2	1,456	1,005,000	0.2297%	0.2617%	10,543	879	340	28	17,020	1,418	10,883	907	27,563	2,297
4 M	2+ / 2	1,456	1,105,000	0.2297%	0.2617%	10,543	879	373	31	18,713	1,559	10,917	910	29,257	2,438
5 M	2+ / 2	1,456	1,115,000	0.2297%	0.2617%	10,543	879	377	31	18,883	1,574	10,920	910	29,426	2,452
6 M	2+ / 2	1,456	1,125,000	0.2297%	0.2617%	10,543	879	380	32	19,052	1,588	10,924	910	29,595	2,466
7 M	2+ / 2	1,456	1,135,000	0.2297%	0.2617%	10,543	879	384	32	19,221	1,602	10,927	911	29,765	2,480
8 M	2+ / 2	1,456	1,145,000	0.2297%	0.2617%	10,543	879	387	32	19,391	1,616	10,930	911	29,934	2,495
9 M	2+ / 2	1,456	1,155,000	0.2297%	0.2617%	10,543	879	390	33	19,560	1,630	10,934	911	30,103	2,509
10 M	2+ / 2	1,456	1,165,000	0.2297%	0.2617%	10,543	879	394	33	19,729	1,644	10,937	911	30,273	2,523
11 M	2+ / 2	1,456	1,175,000	0.2297%	0.2617%	10,543	879	397	33	19,899	1,658	10,941	912	30,442	2,537
12 M	2+ / 2	1,456	1,185,000	0.2297%	0.2617%	10,543	879	400	33	20,068	1,672	10,944	912	30,611	2,551
14 M	2+ / 2	1,456	1,195,000	0.2297%	0.2617%	10,543	879	404	34	20,237	1,686	10,947	912	30,781	2,565
15 M	2+ / 2	1,456	1,205,000	0.2297%	0.2617%	10,543	879	407	34	20,407	1,701	10,951	913	30,950	2,579
16 M(T)	2+ / 2	1,524 (269)	1,365,000	0.2511%	0.2860%	11,526	960	461	38	23,116	1,926	11,987	999	34,642	2,887
17 M	2+ / 2	1,524	1,225,000	0.2405%	0.2740%	11,039	920	414	34	20,745	1,729	11,453	954	31,785	2,649
18 M	2+ / 2	1,524	1,235,000	0.2405%	0.2740%	11,039	920	417	35	20,915	1,743	11,457	955	31,954	2,663
19 M	2+ / 2	1,524	1,245,000	0.2405%	0.2740%	11,039	920	421	35	21,084	1,757	11,460	955	32,123	2,677
20 M	2+ / 2	1,524	1,255,000	0.2405%	0.2740%	11,039	920	424	35	21,253	1,771	11,463	955	32,293	2,691
3 N	3+ / 3	1,718	1,150,000	0.2711%	0.3088%	12,444	1,037	389	32	19,475	1,623	12,832	1,069	31,919	2,660
4 N	3+ / 3	1,718	1,250,000	0.2711%	0.3088%	12,444	1,037	422	35	21,169	1,764	12,866	1,072	33,613	2,801
5 N	3+ / 3	1,718	1,265,000	0.2711%	0.3088%	12,444	1,037	427	36	21,423	1,785	12,871	1,073	33,867	2,822
6 N	3+ / 3	1,718	1,280,000	0.2711%	0.3088%	12,444	1,037	433	36	21,677	1,806	12,876	1,073	34,121	2,843
7 N	3+ / 3	1,718	1,295,000	0.2711%	0.3088%	12,444	1,037	438	36	21,931	1,828	12,881	1,073	34,375	2,865
8 N	3+ / 3	1,718	1,310,000	0.2711%	0.3088%	12,444	1,037	443	37	22,185	1,849	12,886	1,074	34,629	2,886
9 N	3+ / 3	1,750	1,325,000	0.2761%	0.3145%	12,673	1,056	448	37	22,439	1,870	13,121	1,093	35,112	2,926
10 N	3+ / 3	1,750	1,340,000	0.2761%	0.3145%	12,673	1,056	453	38	22,693	1,891	13,126	1,094	35,366	2,947
11 N	3+ / 3	1,750	1,355,000	0.2761%	0.3145%	12,673	1,056	458	38	22,947	1,912	13,131	1,094	35,620	2,968
12 N	3+ / 3	1,750	1,370,000	0.2761%	0.3145%	12,673	1,056	463	39	23,201	1,933	13,136	1,095	35,874	2,990
14 N	3+ / 3	1,750	1,385,000	0.2761%	0.3145%	12,673	1,056	468	39	23,455	1,955	13,141	1,095	36,128	3,011
15 N	3+ / 3	1,750	1,400,000	0.2761%	0.3145%	12,673	1,056	473	39	23,709	1,976	13,146	1,096	36,382	3,032
16 N(T)	3+ / 3	2,318 (1,463)	2,440,000	0.4235%	0.4824%	19,439	1,620	824	69	41,321	3,443	20,264	1,689	60,760	5,063
17 N	3+ / 3	2,318	2,155,000	0.3658%	0.4167%	16,791	1,399	728	61	36,495	3,041	17,519	1,460	53,286	4,440

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
18 N	3+ / 3	2,318	2,170,000	0.3658%	0.4167%	16,791	1,399	733	61	36,749	3,062	17,524	1,460	53,540	4,462
19 N	3+ / 3	2,318	2,185,000	0.3658%	0.4167%	16,791	1,399	738	62	37,003	3,084	17,529	1,461	53,794	4,483
20 N	3+ / 3	2,318	2,200,000	0.3658%	0.4167%	16,791	1,399	743	62	37,257	3,105	17,534	1,461	54,048	4,504
3 P	1 / 1	686	405,000	0.1082%	0.1233%	4,967	414	137	11	6,859	572	5,103	425	11,825	985
4 P	1 / 1	686	410,000	0.1082%	0.1233%	4,967	414	139	12	6,943	579	5,105	425	11,910	992
5 P	1 / 1	686	415,000	0.1082%	0.1233%	4,967	414	140	12	7,028	586	5,107	426	11,995	1,000
6 P	1 / 1	686	420,000	0.1082%	0.1233%	4,967	414	142	12	7,113	593	5,108	426	12,079	1,007
7 P	1 / 1	686	425,000	0.1082%	0.1233%	4,967	414	144	12	7,197	600	5,110	426	12,164	1,014
8 P	1 / 1	686	430,000	0.1082%	0.1233%	4,967	414	145	12	7,282	607	5,112	426	12,249	1,021
9 P	0 / 1	567	405,000	0.0895%	0.1019%	4,108	342	137	11	6,859	572	4,245	354	10,967	914
10 P	0 / 1	567	410,000	0.0895%	0.1019%	4,108	342	139	12	6,943	579	4,247	354	11,051	921
11 P	0 / 1	567	415,000	0.0895%	0.1019%	4,108	342	140	12	7,028	586	4,248	354	11,136	928
12 P	0 / 1	567	420,000	0.0895%	0.1019%	4,108	342	142	12	7,113	593	4,250	354	11,221	935
14 P	0 / 1	567	425,000	0.0895%	0.1019%	4,108	342	144	12	7,197	600	4,252	354	11,306	942
15 P	0 / 1	567	430,000	0.0895%	0.1019%	4,108	342	145	12	7,282	607	4,253	354	11,390	949
3 R	1 / 1	696	400,000	0.1098%	0.1251%	5,040	420	135	11	6,774	564	5,175	431	11,814	984
4 R	1 / 1	696	405,000	0.1098%	0.1251%	5,040	420	137	11	6,859	572	5,177	431	11,899	992
5 R	1 / 1	696	410,000	0.1098%	0.1251%	5,040	420	139	12	6,943	579	5,178	432	11,983	999
6 R	1 / 1	696	415,000	0.1098%	0.1251%	5,040	420	140	12	7,028	586	5,180	432	12,068	1,006
7 R	1 / 1	696	420,000	0.1098%	0.1251%	5,040	420	142	12	7,113	593	5,182	432	12,153	1,013
8 R	1 / 1	696	425,000	0.1098%	0.1251%	5,040	420	144	12	7,197	600	5,184	432	12,237	1,020
9 R(T)	1 / 1	882 (529)	635,000	0.1600%	0.1823%	7,344	612	215	18	10,754	896	7,559	630	18,098	1,508
10 R	1 / 1	882	540,000	0.1392%	0.1586%	6,389	532	182	15	9,145	762	6,572	548	15,534	1,295
11 R	1 / 1	882	545,000	0.1392%	0.1586%	6,389	532	184	15	9,230	769	6,574	548	15,619	1,302
12 R	1 / 1	882	550,000	0.1392%	0.1586%	6,389	532	186	15	9,314	776	6,575	548	15,704	1,309
14 R	1 / 1	882	555,000	0.1392%	0.1586%	6,389	532	188	16	9,399	783	6,577	548	15,788	1,316
15 R	1 / 1	882	560,000	0.1392%	0.1586%	6,389	532	189	16	9,484	790	6,579	548	15,873	1,323
3 S	1 / 1	678	395,000	0.1070%	0.1219%	4,911	409	133	11	6,689	557	5,045	420	11,601	967
4 S	1 / 1	678	400,000	0.1070%	0.1219%	4,911	409	135	11	6,774	564	5,047	421	11,685	974
5 S	1 / 1	678	405,000	0.1070%	0.1219%	4,911	409	137	11	6,859	572	5,048	421	11,770	981
6 S	1 / 1	678	410,000	0.1070%	0.1219%	4,911	409	139	12	6,943	579	5,050	421	11,855	988
7 S	1 / 1	678	415,000	0.1070%	0.1219%	4,911	409	140	12	7,028	586	5,052	421	11,939	995
8 S	1 / 1	678	420,000	0.1070%	0.1219%	4,911	409	142	12	7,113	593	5,053	421	12,024	1,002
3 T	1 / 1.5	1,136	535,000	0.1792%	0.2041%	8,225	685	181	15	9,060	755	8,406	701	17,286	1,440
4 T	1 / 1.5	1,136	540,000	0.1792%	0.2041%	8,225	685	182	15	9,145	762	8,408	701	17,370	1,448
5 T	1 / 1.5	1,136	545,000	0.1792%	0.2041%	8,225	685	184	15	9,230	769	8,410	701	17,455	1,455
6 T	1 / 1.5	1,136	550,000	0.1792%	0.2041%	8,225	685	186	15	9,314	776	8,411	701	17,540	1,462
7 T	1 / 1.5	1,136	555,000	0.1792%	0.2041%	8,225	685	188	16	9,399	783	8,413	701	17,624	1,469
8 T	1 / 1.5	1,136	560,000	0.1792%	0.2041%	8,225	685	189	16	9,484	790	8,415	701	17,709	1,476

(T) = Terrace

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SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
3 U	1 / 1	773	425,000	0.1220%	0.1390%	5,600	467	144	12	7,197	600	5,744	479	12,797	1,066
4 U	1 / 1	773	430,000	0.1220%	0.1390%	5,600	467	145	12	7,282	607	5,745	479	12,882	1,073
5 U	1 / 1	773	435,000	0.1220%	0.1390%	5,600	467	147	12	7,367	614	5,747	479	12,967	1,081
6 U	1 / 1	773	440,000	0.1220%	0.1390%	5,600	467	149	12	7,451	621	5,749	479	13,051	1,088
7 U	1 / 1	773	445,000	0.1220%	0.1390%	5,600	467	150	13	7,536	628	5,750	479	13,136	1,095
8 U	1 / 1	773	450,000	0.1220%	0.1390%	5,600	467	152	13	7,621	635	5,752	479	13,221	1,102
9 U	1 / 1	773	455,000	0.1220%	0.1390%	5,600	467	154	13	7,705	642	5,754	479	13,305	1,109
10 U	1 / 1	773	460,000	0.1220%	0.1390%	5,600	467	155	13	7,790	649	5,755	480	13,390	1,116
11 U	1 / 1	773	465,000	0.1220%	0.1390%	5,600	467	157	13	7,875	656	5,757	480	13,475	1,123
12 U	1 / 1	773	470,000	0.1220%	0.1390%	5,600	467	159	13	7,959	663	5,759	480	13,559	1,130
14 U	1 / 1	773	475,000	0.1220%	0.1390%	5,600	467	161	13	8,044	670	5,760	480	13,644	1,137
15 U	1 / 1	773	480,000	0.1220%	0.1390%	5,600	467	162	14	8,129	677	5,762	480	13,729	1,144
16 U	1 / 1	765	485,000	0.1207%	0.1375%	5,540	462	164	14	8,213	684	5,704	475	13,754	1,146
17 U	1 / 1	765	490,000	0.1207%	0.1375%	5,540	462	166	14	8,298	692	5,706	475	13,838	1,153
18 U	1 / 1	765	495,000	0.1207%	0.1375%	5,540	462	167	14	8,383	699	5,708	476	13,923	1,160
19 U	1 / 1	765	500,000	0.1207%	0.1375%	5,540	462	169	14	8,467	706	5,709	476	14,008	1,167
20 U	1 / 1	765	505,000	0.1207%	0.1375%	5,540	462	171	14	8,552	713	5,711	476	14,092	1,174
3 V	1 / 1	707	410,000	0.1116%	0.1271%	5,123	427	139	12	6,943	579	5,261	438	12,066	1,005
4 V	1 / 1	707	415,000	0.1116%	0.1271%	5,123	427	140	12	7,028	586	5,263	439	12,151	1,013
5 V	1 / 1	707	420,000	0.1116%	0.1271%	5,123	427	142	12	7,113	593	5,264	439	12,235	1,020
6 V	1 / 1	707	425,000	0.1116%	0.1271%	5,123	427	144	12	7,197	600	5,266	439	12,320	1,027
7 V	1 / 1	707	430,000	0.1116%	0.1271%	5,123	427	145	12	7,282	607	5,268	439	12,405	1,034
8 V	1 / 1	707	435,000	0.1116%	0.1271%	5,123	427	147	12	7,367	614	5,270	439	12,489	1,041
9 V	1 / 1	707	440,000	0.1116%	0.1271%	5,123	427	149	12	7,451	621	5,271	439	12,574	1,048
10 V	1 / 1	707	445,000	0.1116%	0.1271%	5,123	427	150	13	7,536	628	5,273	439	12,659	1,055
11 V	1 / 1	707	450,000	0.1116%	0.1271%	5,123	427	152	13	7,621	635	5,275	440	12,743	1,062
12 V	1 / 1	707	455,000	0.1116%	0.1271%	5,123	427	154	13	7,705	642	5,276	440	12,828	1,069
14 V	1 / 1	707	460,000	0.1116%	0.1271%	5,123	427	155	13	7,790	649	5,278	440	12,913	1,076
15 V	1 / 1	707	465,000	0.1116%	0.1271%	5,123	427	157	13	7,875	656	5,280	440	12,997	1,083
16 V	1 / 1	707	470,000	0.1116%	0.1271%	5,123	427	159	13	7,959	663	5,281	440	13,082	1,090
17 V	1 / 1	707	475,000	0.1116%	0.1271%	5,123	427	161	13	8,044	670	5,283	440	13,167	1,097
18 V	1 / 1	707	480,000	0.1116%	0.1271%	5,123	427	162	14	8,129	677	5,285	440	13,251	1,104
19 V	1 / 1	707	485,000	0.1116%	0.1271%	5,123	427	164	14	8,213	684	5,286	441	13,336	1,111
20 V	1 / 1	707	490,000	0.1116%	0.1271%	5,123	427	166	14	8,298	692	5,288	441	13,421	1,118
3 W	0 / 1	549	310,000	0.0866%	0.0986%	3,975	331	105	9	5,250	437	4,080	340	9,225	769
4 W	0 / 1	549	315,000	0.0866%	0.0986%	3,975	331	106	9	5,335	445	4,081	340	9,310	776
5 W	0 / 1	549	320,000	0.0866%	0.0986%	3,975	331	108	9	5,419	452	4,083	340	9,394	783
6 W	0 / 1	549	325,000	0.0866%	0.0986%	3,975	331	110	9	5,504	459	4,085	340	9,479	790
7 W	0 / 1	549	330,000	0.0866%	0.0986%	3,975	331	112	9	5,589	466	4,087	341	9,564	797

(T) = Terrace

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SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
8 W	0 / 1	549	335,000	0.0866%	0.0986%	3,975	331	113	9	5,673	473	4,088	341	9,648	804
9 W	0 / 1	549	340,000	0.0866%	0.0986%	3,975	331	115	10	5,758	480	4,090	341	9,733	811
10 W	0 / 1	549	345,000	0.0866%	0.0986%	3,975	331	117	10	5,843	487	4,092	341	9,818	818
11 W	0 / 1	549	350,000	0.0866%	0.0986%	3,975	331	118	10	5,927	494	4,093	341	9,902	825
12 W	0 / 1	549	355,000	0.0866%	0.0986%	3,975	331	120	10	6,012	501	4,095	341	9,987	832
14 W	0 / 1	549	360,000	0.0866%	0.0986%	3,975	331	122	10	6,097	508	4,097	341	10,072	839
15 W	0 / 1	549	365,000	0.0866%	0.0986%	3,975	331	123	10	6,181	515	4,098	342	10,156	846
16 W	0 / 1	549	370,000	0.0866%	0.0986%	3,975	331	125	10	6,266	522	4,100	342	10,241	853
17 W	0 / 1	549	375,000	0.0866%	0.0986%	3,975	331	127	11	6,351	529	4,102	342	10,326	860
18 W	0 / 1	549	380,000	0.0866%	0.0986%	3,975	331	128	11	6,435	536	4,103	342	10,410	868
19 W	0 / 1	549	385,000	0.0866%	0.0986%	3,975	331	130	11	6,520	543	4,105	342	10,495	875
20 W	0 / 1	549	390,000	0.0866%	0.0986%	3,975	331	132	11	6,605	550	4,107	342	10,580	882
SUBTOTAL	**441**	**550,702 (7,091)**	**427,775,000**	**87.1761%**	**99.3023%**	**4,001,481**	**333,457**	**144,543**	**12,045**	**7,244,362**	**603,697**	**4,146,024**	**345,502**	**11,245,843**	**937,154**
Storage Unit No.1	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.2	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.3	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.4	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.5	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.6	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.7	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.8	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.9	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.10	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.11	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.12	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.13	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.14	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.15	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.16	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.17	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.18	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.19	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.20	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.21	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.22	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.23	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.24	16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13

(T) = Terrace

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SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.25		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.26		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.27		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.28		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.29		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.30		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.31		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.32		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.33		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.34		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.35		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.36		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.37		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.38		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.39		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.40		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.41		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.42		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.43		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.44		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.45		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.46		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.47		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.48		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.49		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.50		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.51		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.52		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.53		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.54		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.55		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.56		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.57		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.58		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.59		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.60		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.61		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.62		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.63		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13

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SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.64		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.65		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.66		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.67		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.68		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.69		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.70		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.71		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.72		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.73		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.74		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.75		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.76		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.77		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.78		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.79		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.80		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.81		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.82		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.83		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.84		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.85		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.86		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.87		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.88		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.89		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.90		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.91		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.92		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.93		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.94		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.95		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.96		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.97		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.98		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.99		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.100		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.101		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.102		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13

(T) = Terrace

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SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.103		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.104		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.105		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.106		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.107		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.108		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.109		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.110		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.111		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.112		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.113		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.114		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.115		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.116		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.117		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.118		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.119		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.120		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.121		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.122		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.123		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.124		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.125		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.126		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.127		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.128		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.129		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.130		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.131		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.132		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.133		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.134		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.135		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.136		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.137		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.138		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.139		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.140		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.141		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.142		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.143		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.144		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.145		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.146		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.147		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.148		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.149		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.150		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.151		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.152		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.153		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.154		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.155		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.156		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.157		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.158		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.159		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.160		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.161		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.162		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.163		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.164		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.165		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.166		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.167		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.168		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.169		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.170		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.171		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.172		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.173		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.174		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.175		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.176		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.177		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.178		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.179		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.180		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13

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SCHEDULE A

Schedule of Offering Prices and Related Information

UNIT	BED- ROOMS / BATH- ROOMS (1)	APPROX. UNIT SQUARE FOOTAGE (TERRACE SQUARE FOOTAGE) (1)	OFFERING PRICE * (2)	COMMON INTEREST (3)	RESIDENTIAL ALLOCATION % (4)	EST. ANNUAL COMMON CHARGES (5)	EST. MONTHLY COMMON CHARGES (5)	EST. ANNUAL R.E. TAXES W/421A BENEFITS (6)	EST. MONTHLY R.E. TAXES W/421A BENEFITS (6)	EST. ANNUAL R.E. TAXES W/OUT 421A BENEFITS (7)	EST. MONTHLY R.E. TAXES W/OUT 421A BENEFITS (7)	EST. TOTAL ANNUAL CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL MONTHLY CARRYING COSTS W/421A BENEFITS (8)	EST. TOTAL ANNUAL CARRYING COSTS W/OUT 421A BENEFITS (9)	EST. TOTAL MONTHLY CARRYING COSTS W/OUT 421A BENEFITS (9)
Storage Unit No.181		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.182		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.183		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.184		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.185		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.186		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.187		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.188		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.189		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.190		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.191		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.192		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.193		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.194		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.195		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.196		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.197		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.198		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.199		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.200		16	5,000	0.0025%	0.0028%	70	6	2	0.14	85	7	71	6	154	13
Storage Unit No.201		720	225,000	0.1125%	0.1281%	3,130	261	76	6.34	3,810	318	3,206	267	6,940	578
SUBTOTAL	**201**	**3,920**	**1,225,000**	**0.6125%**	**0.6977%**	**17,041**	**1,420**	**414**	**34**	**20,745**	**1,729**	**17,455**	**1,454**	**37,786**	**3,149**
Comm. Unit 1 - Garage		75,839	9,500,000	11.9701%	-	150,785	12,565	9,571	798	479,682	39,973	160,356	13,363	630,467	52,539
Comm. Unit 2 - Office		1,012	500,000	0.2413%	-	3,169	264	204	17	10,241	853	3,373	281	13,410	1,118
SUBTOTAL		**76,851**	**10,000,000**	**12.2114%**	-	**153,954**	**12,830**	**9,775**	**815**	**489,923**	**40,827**	**163,729**	**13,644**	**643,877**	**53,656**
GRAND TOTAL		**631,473**	**439,000,000**	**100.0000%**	**100.0000%**	**4,172,476**	**347,706**	**154,733**	**12,894**	**7,755,031**	**646,253**	**4,327,209**	**360,601**	**11,927,507**	**993,959**

(T) = Terrace

** Unit Owners of 200 Riverside Boulevard will have an exclusive right to purchase Residential Units at a 5% discount, for a limited time, as described in the Procedure to Purchase section of this Plan.*

FOOTNOTES TO SCHEDULE A

(1) Reference should be made to the floor plans in Part II of this Plan for the layout of each type of Residential Unit, and number of bedrooms and bathrooms in each Residential Unit. Purchasers are advised, however, that the dimensions shown on the floor plans in Part II are only approximations and are subject to change should site conditions so necessitate. Each Unit should be physically inspected to determine its actual dimensions, layout and condition. In preparing the Residential Unit room count on Schedule A, Sponsor counted each bedroom identified as a bedroom on the Plans and Specifications as one bedroom, and each bathroom containing a toilet, sink and shower facilities as one bathroom. If a bathroom did not contain shower facilities, it was counted as a half-bath. The number in parenthesis next to the approximate square footage of the Residential Unit listed on Schedule A is the approximate square foot area of any terrace appurtenant to the Unit.

(2) Purchasers are advised that prices contained in column 2 may be changed on an individual basis as discussed in "Changes in Prices and Units" in Part I, Section H of the Plan. The 5% discount off of prices listed in column 2 will be available to parties who own a Residential Unit at 200 Riverside Boulevard as of the "Presentation Date" of this Plan, and shall be offered to such parties only for a period of 14 days following the "Presentation Date," as more fully described in "Procedure to Purchase" in Part I, Section I of this Plan. In addition to paying the purchase price at closing, Purchasers will be obligated to pay the Transfer Taxes, title insurance costs and other title-related closing costs and to contribute a sum equal to two months Residential Common Charges to the Working Capital Fund and pay any adjustments due Sponsor. If a Purchaser obtains a mortgage, "points," escrow deposits, attorneys' fees and other costs of obtaining the mortgage must be paid by Purchaser. See "Closing Costs and Adjustments" in Part I, Section L of the Plan, for a more detailed description of closing costs.

(3) The Common Interest of each Unit has been determined pursuant to Section 339-i(1)(ii) of the Condominium Act, and is based on the anticipated approximate proportion that the floor area of the Unit on the date of the Declaration will bear to the then aggregate floor area of all Units, with such proportion reflecting the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements. Specifically, where a Unit contains a terrace, approximately 25% of the square foot area of the terrace has been added to the square foot area of the Unit, for the purpose of calculating Common Interest. The aggregate Common Interest of all Units equals 100%. Likewise, approximately 50% of the below-grade level of the Office Unit was included in the square foot area of that Unit for purposes of computing Common Interest.

Sponsor, in consultation with Sponsor's Architect, has calculated the Residential Unit square foot areas at 550,702 square feet, the aggregate Residential Limited Common Element area (i.e., terraces) at 7,091 square feet, the aggregate Storage Unit area at 3,920 square feet, and the aggregate Non-Residential Unit square foot area at 77,885 square feet (including 1,034 sq. ft. of below-grade Office Unit space). Including 25% of the Residential Limited Common Element area (i.e., 1,773 square feet) and 50% of the below-grade Office Unit square footage (i.e., 517 square feet), Sponsor calculated the aggregate square foot area of all Units at 633,763 square feet, for the purposes of Common Interest calculation.

Thus the aggregate Common Interest allocable to the Residential Units is approximately 87.17% (i.e., [550,702+1,773] ÷ 633,763), the aggregate Common Interest allocable to the Storage Units is approximately .62% (i.e., 3,920 ÷633,763), and the aggregate Common Interest allocable to the Non-Residential Units is approximately 12.21% (i.e., 77,368 ÷ 633,763).

An example of how the foregoing analysis would be applied to Residential Unit 21A, which contains a square foot area of approximately 1,177 square feet with a terrace of approximately 481 square feet, follows:

- Aggregate square foot area of all Residential Units plus 25% of terrace areas ..... 552,475 sq. ft.
- Aggregate square foot area of all Storage Units ..... 3,920 sq. ft.
- Aggregate square foot area of all Non-Residential Units (calculated as described above) ..... 77,368 sq. ft.
- Aggregate Total Unit Square Foot Area ..... 633,763 sq. ft.
- 1,177 + (481 x 25%) ÷ 633,763 ..... 2047%

(4) Residential Allocation Percentage is applicable only to Residential Units and Storage Units. The Residential Allocation Percentage for a particular Unit is the proportion between the Common Interest allocated to that Unit and the aggregate Common Interest of all Residential Units (plus Storage Units). Thus, using Residential Unit 21A as an example, Residential Unit 21A would have a Residential Allocation Percentage of .2332% (*i.e.*, .2047% ÷ 87.7886%). Residential Allocation Percentage is used to determine, among other things, Residential Common Charges to be paid by a Residential Unit Owner. The total of all Residential Allocation Percentages equals 100%.

(5) The projected Residential Common Charges attributable to each Residential Unit and each Storage Unit represents the Unit Owner's proportionate share of the expense of operating, maintaining and repairing the Residential Area and the General Common Elements during the first year of Condominium operation. Each Residential and Storage Unit's proportionate share of these expenses attributable to the Residential Area is based on the Residential Allocation Percentage attributable to that Unit. The projected Non-Residential Common Charges attributable to each Non-Residential Unit represents the Unit Owner's proportionate share of the expenses of operating, maintaining and repairing the Non-Residential Area and the General Common Elements during the first year of Condominium operation. All anticipated Condominium operating costs are set forth in the projected operating budget contained in Schedule B of this Plan, which is amplified by supplementary budgets annexed thereto. All projected costs are for the period beginning January 1, 2003 and ending December 31, 2003. The projected Common Charges for each Unit do not include costs for which the Unit Owner will be responsible such as repairs to the interior of the Unit, insurance for personal property within the Unit, electricity used in the Unit for lighting, operating the heating/air conditioning incremental unit and other appliances, or debt service on any mortgage loan the Unit Owner obtains to finance the purchase of the Unit.

(6) Sponsor anticipates, based on the advice of Real Estate Tax Counsel, that in arriving at the assessed valuation for each Unit, the Property first will be assessed as an entirety. This overall assessment will then be apportioned among the Units, each of which will be assigned a tax lot designation upon the recording of the Declaration. The apportionment is anticipated to be based in part, with respect to Residential and Storage Units, upon the proportion that the projected selling price for the Unit (*i.e.*, the offering price for the Unit listed in Schedule A), bears to the projected gross sellout price for all Residential and Storage Units (*i.e.*, the aggregate offering prices listed in Schedule A) (the "***Proportionate Valuation***"), and in part, for all Units, upon extrinsic indicia of value, such as location, square footage, amenities, income producing potential and where

applicable, then existing leases, if any, for the Units. The estimated real estate taxes shown on Schedule A were derived pursuant to the foregoing analysis. The estimated taxes in this Note (6) also assume the Property will receive certain tax exemption benefits as discussed below.

Sponsor intends to file any and all applications necessary to obtain partial real estate tax exemption benefits for the Condominium under New York State Real Property Tax Law Section 421-a (the "***421-a Program***"), through the acquisition of Section 421-a Negotiable Certificates. As of the date of this Offering Plan, Sponsor has entered into an agreement to purchase Negotiable Certificates, entitling all Units to Section 421-a Program benefits.

Sponsor is advised by Real Estate Tax Counsel that under the 421-a Program the Condominium should receive preliminary approval of eligibility for 100% real estate tax exemption during construction and, assuming that final approval is obtained, will continue to receive partial real estate tax exemption for a period of 10 years following completion of construction.

Real Estate Tax Counsel advises Sponsor further that under the laws governing the 421-a Program as presently interpreted by the New York City Real Property Assessment Bureau, each Unit in the Condominium will be subject to a base tax (*i.e.*, the "***mini-tax***") in each year during the 10-year tax benefit period. This base tax will be equal to the Unit's proportionate share of the Property's assessed value for the tax year before construction began, as determined by the New York City Real Property Assessment Bureau, multiplied by the tax rate in effect during each tax year of the tax benefit period. The base tax thus will vary directly in relation to changes in the tax rate for a given tax year. The balance of the Property will be subject to an exemption and the amount of exemption decreases by 20% every two years and expires completely at the end of the 10-year period. Thus, at the end of the 10-year period, the entire assessed value of a Unit will be subject to taxation.

In 1999/2000, the tax year prior to commencement of construction, the Property, together with Parcel A, comprised a single tax lot with an assessed value of $2,070,000, of which approximately 65% or $1,345,500, was attributable to the Property. Accordingly, if a Final Certificate of Eligibility is issued for the Project, the taxable assessed valuation of the Property should be $1,345,500 for the period of construction, up to three years, and for the first two years following completion of construction.

Sponsor's application for a Preliminary Certificate of Eligibility for Section 421- a benefits is in the process of being filed. An application for the Final Certificate of Eligibility may not be filed until a temporary Certificate of Occupancy covering the entire Residential Area is obtained, or prior to the first taxable status date following completion of the Building. Sponsor anticipates filing the application for a Final Certificate of Eligibility as soon as Sponsor is in a position to do so.

Once the 421-a benefits take effect, which should occur following issuance of a Final Certificate of Eligibility and thus is expected to occur in tax year 2002/2003, the assessed value for the Property for the 2002/2003 tax year (*i.e.*, July 2002 - June 2003), is anticipated to be based on the mini-tax assessed value of the land alone. Using the assessed value of $1,345,500 mentioned above, and a projected tax rate for tax year 2002/2003 of 11.50%, the mini-tax for 2002/2003, following effectiveness of Section 421-a benefits for the Property, is anticipated to be approximately $154,733.

In allocating the projected $154,733 in taxes due for the 2002/2003 tax year, Sponsor's Real Estate Tax Counsel estimates that approximately 93.6825% ($144,957) will be attributable to the Residential and Storage Units,

approximately .1321% ($204) will be allocated to the Office Unit, and approximately 6.1854% ($9,571) will be allocated to the Garage Unit.

In projecting the taxes in Schedule A, Sponsor applied the Proportionate Valuation attributable to each Residential Unit and Storage Unit to the Residential Area's proportionate share of the estimated taxes to estimate the real estate taxes attributable to that Unit.

Although the first year of Condominium operation is anticipated to span two tax years (*i.e.*, six months of tax year 2002/2003 and six months of tax year 2003/2004), the Property is projected to be 100% exempt from all tax except the mini-tax in both those years. Thus, assuming no change in tax rate from the 11.50% rate used in Sponsor's projection, the tax amount is projected to be the same $154,733 for both tax years.

The estimated real estate taxes listed in Schedule A assume that the Section 421-a tax exemption benefits described above will be in effect during the 12-month period January 1, 2003-December 31, 2003 for which the projection is made.

It is expected that tax year 2003/2004 will be the first year the Property is taxed on its completed assessed value, subject to the 421-a exemption for that year. Real Estate Tax Counsel anticipates that the assessed value for the entire Property upon completion of construction will be approximately $67,435,049, and using the same percentage allocations described above, approximately $63,174,848 will be attributable to the Residential and Storage Units, $89,056 will be attributable to the Office Unit, and $4,171,145 will be attributable to the Garage Unit.

ALTHOUGH IN SPONSOR'S OPINION THE FOREGOING METHOD OF PROJECTING THE REAL ESTATE TAXES APPLICABLE TO EACH UNIT IS REASONABLE, THE FOREGOING ANALYSIS IS NOT A GUARANTY OR WARRANTY THAT SECTION 421-A TAX BENEFITS WILL BE GRANTED, OR THAT THIS METHOD OF ALLOCATING ASSESSED VALUE TO EACH UNIT WILL BE THE METHOD USED BY THE NEW YORK CITY TAXING AUTHORITIES IN ESTABLISHING THE REAL ESTATE TAX ASSESSMENT FOR EACH UNIT, OR THAT THE TAX RATE USED IN THE PROJECTIONS WILL BE THE TAX RATE ADOPTED BY THE CITY OF NEW YORK FOR THE TAX YEARS IN QUESTION.

(7) Although Sponsor anticipates that the Project will receive Section 421-a real estate tax benefits as described in Note 6 above, Sponsor has projected under this Note 7 the estimated allocable taxes that would be attributable to each Unit without the application of Section 421-a tax benefits, in the event that due to unforeseen circumstances Section 421-a benefits are not granted to the Property. The estimated tax amount in this Note 7 is based on an aggregate tax amount for the Property of $7,755,031 (*i.e.*, assuming an aggregate assessed value of $67,435,049 and a tax rate of 11.50%), of which approximately 93.6825% (*i.e.*, $7,265,108) is attributable to the Residential Area, approximately .1321% (*i.e.*, $10,241) is attributable to the Office Unit and approximately 6.1854% (*i.e.*, $479,682) is attributable to the Garage Unit.

(8) The estimated total carrying charges under Note 8 reflect the sum of estimated Common Charges and estimated real estate taxes with Section 421-a benefits in place.

(9) The estimated total carrying charges under Note 9 reflect the sum of estimated Common Charges and estimated real estate taxes based on full real estate taxes (*i.e.*, without any Section 421-a benefits in place).

F. SCHEDULE B

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION ANTICIPATED TO BEGIN JANUARY 1, 2003

PROJECTED RECEIPTS

Common Charges Allocable to Residential Units	$ 4,001,481	(A)
Common Charges Allocable to Storage Units	$ 17,041	(B)
Common Charges Allocable to Garage Unit	$ 150,785	(C)
Common Charges Allocable to Office Unit	$ 3,169	(D)
TOTAL PROJECTED REVENUE	$ 4,172,476	

PROJECTED EXPENSES

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		OVERALL CONDO BUDGET	RESIDENTIAL UNITS	STORAGE UNITS	GARAGE UNIT	OFFICE UNIT
(1)	Labor	$1,721,665	$1,677,321	$10,545	$33,131	$668
(2)	Heat/Hot Water	333,317	307,329	N/A	25,373	614
(3)	Electricity	687,189	687,189	N/A	N/A	N/A
(4)	Gas	24,586	24,586	N/A	N/A	N/A
(5)	Water Charges and Sewer Rents	162,136	160,795	N/A	1,305	36
(6)	Telephone and Miscellaneous	33,500	29,204	205	4,010	81
(7)	Repairs and Maintenance	99,500	86,740	609	11,910	240
(8)	Services and Supplies	315,450	309,472	1,932	3,950	95
(9)	Insurance	152,100	132,595	932	18,206	367
(10)	Management Fee	150,000	130,764	919	17,955	362
(11)	Legal and Audit Fees	17,000	14,820	104	2,035	41
(12)	Superintendent's Unit	90,693	79,063	555	10,856	219
(13)	Health Club	166,194	166,194	N/A	N/A	N/A
(14)	Park Maintenance	109,805	95,724	673	13,144	265
(15)	Amtrak Operating Payment and Insurance Cost	59,341	51,731	363	7,103	143
(16)	Contingency	50,000	47,951	204	1,807	38
TOTAL EXPENSES		$ 4,172,476	$ 4,001,481	$ 17,041	$ 150,785	$3,169

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

Amounts are projected on the assumption that the first year of Condominium operation will be the 12-month period from January 1, 2003 through December 31, 2003. The actual first year of operation may be earlier or later than that 12-month period. If the projected commencement date of the first year of Condominium operation differs by six months or more from the actual scheduled closing date for the first Residential Unit, the Plan will be amended to include an updated budget with revised projections, if revised projections are necessary. If the aggregate of the revised projections exceeds the aggregate of the original projections by 25% or more, Sponsor will offer all purchasers the right, for a period of at least fifteen (15) days, to rescind their Purchase Agreements and have their down payments refunded. Down payments will be returned within fifteen (15) days after Sponsor receives Purchaser's timely rescission notice.

(A) Common Charges Allocable to Residential Units ($4,001,481)

This figure represents the total Residential Common Charges to be levied against the Residential Units and payable by Residential Unit Owners during the first year of Condominium operation. These Residential Common Charges will be used by the Board of Managers to pay the Common Expenses attributable to the Residential Area and the Residential Area's proportionate share of the General Common Expenses attributable to the General Common Elements. General Common Expenses have been allocated to the Residential Units on the basis of the aggregate Common Interest attributable to all Residential Units, except as otherwise described in the notes below.

(B) Common Charges Allocable to Storage Units ($17,041)

This figure represents the total Common Charges to be levied against and payable by Storage Unit Owners during the first year of Condominium operation. These Common Charges will be used by the Board of Managers to pay the Common Expenses attributable to the Storage Units and the Storage Unit Owners' proportionate share of the General Common Expenses attributable to the General Common Elements. General Common Expenses have been allocated to the Storage Units on the basis of the aggregate Common Interest attributable to all Storage Units, except as otherwise described in the notes below.

(C) Common Charges Allocable to Garage Unit ($150,785)

The figure represents the total Common Charges to be levied against and payable by the Garage Unit during the first year of Condominium operation. General Common Expenses to be borne by the Garage Unit have been allocated on the basis of the Garage Unit's Common Interest except as otherwise described in the notes below.

(D) Common Charges Allocable to Office Unit ($3,169)

This figure represents the total Common Charges to be levied against and payable by the Office Unit during the first year of Condominium operation. General Common Expenses to be borne by the Office Unit have been allocated on the basis of the Office Unit's Common Interest except as otherwise described in the notes below.

1. Labor ($1,721,665)

Wages

Building Staff (#)	Wages/Wk/Person	Wages/Yr/Person	Total Wages
Superintendent/Chief Engineer (1)	$1,923.08	$ 80,000	$ 80,000
Ass't Sup't/Engineer (1)	$1,057.69	$ 55,000	$ 55,000
Handymen (3)	$ 747.78	$ 38,885	$ 116,654
Concierge (4.2)	$ 678.92	$ 35,304	$ 148,277
Doormen (4.2)	$ 678.92	$ 35,304	$ 148,277
Hallmen (2.8)	$ 678.92	$ 35,304	$ 98,851
Porters (9)	$ 678.92	$ 35,304	$ 317,737
Subtotals (25.2)	$6,444.25	$ 315,101	$ 964,796

Benefits

FICA (@ 7.65% of annual wages)	$ 73,807
Workers Comp (@ 6.5% of annual wages)	$ 62,712
Unemployment insurance (@ 3.4% of first $8,500 in annual wages/person)	$ 7,283
NYS Disability (@ $50/per employee per year)	$ 1,260
Union Welfare (@ $6,549 per employee per year)	$165,035
Union Pension (@ $1,895.40 per employee per year)	$ 47,764
Union Training School Fund (@$81.16 per employee per year)	$ 2,045
Union Legal Fund (@ $200 per employee per year)	$ 5,040
Union Annuity Fund (@ $520 per employee per year)	$ 13,104
Sick/Vacation Pay (4 weeks wages per employee)	$ 74,215
Subtotal	$452,264

Security Staff (#)

	Total Wages	Payroll and Sales Tax and Fees	Total Wages & Costs	220 Riverside Share
Officers (8)	$212,000	$69,451	$281,451	$281,451
Supervisors (2)	79,500	13,125	92,625	23,157*
Subtotals	$291,500	$82,575	$374,077	$304,608

Building Staff Wages and Benefits	$1,417,057
Security Staff Wages and Costs	$ 304,608
TOTAL WAGES, BENEFITS AND COSTS	**$1,721,665**

It is possible that the full staff may not be employed until certain Building occupancy levels are achieved. The projected level of staffing for the Building complies with all applicable housing and labor laws. It is anticipated that the Building staff employees will be union members. Accordingly, the

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* The Building pays for 25% of the Security Supervisor costs, as the Security Supervisor also patrols other improved areas of Riverside and the balance of the Security Supervisor salary will be paid by the Owners of the three other completed buildings in Riverside. Accordingly, the total cost to the Condominium for Security Supervisors is $23,157.

Building staff wages described above incorporate a 4% increase scheduled to take effect April 21, 2003 in accordance with the contract of Local 32B-32J of the Service Employees International Union, AFL-CIO.

The Non-Residential Units will utilize the services of only the Building superintendent, 1 porter, 3 security officers and 1 security supervisor, and thus the allocation of labor expenses between the Residential and Storage Units and the Non-Residential Units is as follows:

$ 1,687,866 Residential and Storage Units
$ 33,799 Non-Residential Units
$ 1,721,665 TOTAL

2. Heat and Hot Water ($333,317)

Heating and air conditioning will be provided to each Residential Unit by hot or chilled water that will circulate through perimeter fan coil units. Each fan coil in each Unit will be provided with an electric heating element for intermediate season heating when air conditioning is being provided. Each Residential Unit Owner shall be responsible for maintaining, operating and paying for the electricity to operate the heating and air conditioning (HVAC) incremental system in the Unit. The amount of heating or air conditioning used in each Unit will be regulated by the Unit Owner through the HVAC incremental unit.

The system installed for generating heat for both Residential and Non-Residential Units is a dual fuel gas/oil system, meaning the fuel used may be gas or oil. Heat will be generated through natural gas supplied by Con Edison or through #2, #4 or #6 oil. It is anticipated that gas will be the primary fuel and oil will be used only on an emergency basis. Based on estimates in a letter dated July 13, 2000 by I.M. Robbins, P.C., Consulting Engineers, 15 West 44th Street, New York, New York 10036, Sponsor makes the following projections for gas consumption and cost for heat and hot water for the Residential Area and for the cost of heat in the Non-Residential Units. The projections are based on current costs increased by 3% per year for three years, plus sales tax. If a Non-Residential Unit requires hot water, the Owner of the Unit will be obligated to install a separate system for same at the Unit Owner's expense.

Residential Area Heating and Hot Water	312,500 gal #6 oil or 468,750 HFC gas	@$.66/HCF=	$ 307,329
Office Unit Heating	625 gal #6 oil or 937 HCF gas	@$.66/HCF=	$ 614
Garage Unit Heating	25,800 gal #6 oil or 38,700 HCF gas	@$.66/HCF=	$ 25,373
		TOTAL	$ 333,317

In the event that #6 oil rather than gas is used for the first year of Condominium operation, then based on Fuel Price Guidelines promulgated by the Attorney General's Office dated May 23, 2000, at $.88/gallon (inclusive of sales tax at 4%), and assuming usage of 338,925 gallons per year which is the usage projected for the Condominium, the projected fuel cost for the Condominium would be $298,254, which would be allocated among the different component areas based on usage.

3. **Electricity ($687,189)**

The projection in this footnote is for electrical costs for the Residential Common Elements and the General Common Elements. As the electrical meter measuring Residential Common Elements and General Common Elements electricity usage also includes usage for the cooling tower on the roof of the Building (which serves the Office Unit as well as the Residential Common Elements and the General Common Elements), the cooling tower cost is included in this projection as well. Sponsor's projection is based on a letter from I.M. Robbins, P.C., Consulting Engineers, 15 West 44th Street, New York, NY 10036, dated July 13, 2000. The aggregate projected annual electricity cost will be allocated among the Units in accordance with Common Interest, based on the following projections, which are based on current costs increased by 3% per year for three years, plus sales tax:

- The aggregate Residential Common Elements/General Common Elements electricity usage (including among other things, cooling tower usage for these areas) is calculated to be 4,837,500 KW-HR/YR at an annual cost of $.14205/KW-HR, resulting in an annual aggregate cost projection of $687,189.

Electricity for each Residential Unit (including current necessary to operate HVAC system in each Unit) will be individually sub-metered. Unit Owners will be billed for electricity use by the Board of Managers based on the submeter reading and will be obligated to pay the Board of Managers for such usage. Electricity consumed in the area within which the Storage Units are located will be allocated among and billed to, all Storage Unit Owners. Storage Unit Owners will be obligated to pay the Board of Managers for such usage. The Board will pay the utility company. See Schedule C in this Offering Plan for details of anticipated electricity usage in Residential Units. Each Non–Residential Unit will be separately metered for electricity consumed in the Unit (except for cooling tower electricity as described above) and will be obligated to pay the utility company directly for the cost.

4. **Gas ($24,586)**

This figure, estimated by I.M. Robbins P.C., Consulting Engineers, 15 West 44th Street, New York, New York 10036, in a letter dated July 13, 2000, is based on projected usage of gas for cooking in the Residential Units only, at 2,500,000 cu. ft./yr. of gas at an anticipated cost of $9.83454/1,000 cu. ft., including sales tax. The cost of gas will be paid as a Residential Common Expense.

If Non-Residential Unit Owners desire to have gas usage available, they will be obligated to arrange for installation and separate metering of same.

5. **Water and Sewer ($162,136)**

Water provided to the Property will be measured by a single water meter. The meter will be submetered to measure water consumed by each of the Non-Residential Units. Non-Residential Unit Owners will be billed for this usage by the Board of Managers and the cost of same shall be payable in addition to Common Charges. The balance of the water usage shown on the master meter will be allocated exclusively as Residential Area water usage and thus will be payable by Residential and Storage Unit Owners only, as Residential Common Expenses.

The specific projections, which are based on estimates by I.M. Robbins P.C., Consulting Engineers, 15 West 44th Street, New York, New York 10036 in a letter dated July 13, 2000 are based on current costs increased by 3% per year plus sales tax, and are as follows:

Residential and Storage Units and Residential Common Elements
45,000 CCF x $3.57322/CCF = $ 160,795

Garage Unit
365 CCF x $3.57322/CCF = $ 1,305

Office Unit
10 CCF x $3.57322/CCF = $ 36

AGGREGATE TOTAL $ 162,136

6. Telephone and Miscellaneous ($33,500)

This figure includes anticipated expenses for such items as dues and subscriptions, investigation fees, office expenses and supplies, stationery, printing, postage, bank charges, telephone and fax expenses, etc.

The Residential, Storage and Non-Residential Units will share this cost based on their respective Common Interests.

7. Repairs and Maintenance ($99,500)

This figure includes projected expenses for painting, maintenance and repair costs of General Common Elements (*i.e.*, common boilers, fans, pumps, valves, roofs, exterior walls, etc.), Residential Common Elements and the 71st Street Public Access Area. Unit Owners will be responsible for the cost of repairs and painting in the interior of their Units. No provision has been made to cover the cost of any major capital expenditure. The Residential, Storage and Non-Residential Units will share the repair and maintenance costs based on their respective Common Interests.

8. Services and Supplies ($315,450)

This figure represents the estimated annual cost of services and supplies (including service contracts) provided to and for the benefit of the Condominium. It includes, for instance, such items as computer payroll, electric submetering, garden maintenance and landscaping, marble maintenance, wood maintenance, inside and outside metal maintenance, HVAC maintenance, fire security system maintenance, sprinkler system maintenance, compactor maintenance, elevator maintenance, exterminating, water treatment, key-track system lease, computer services, uniform expense, flowers, walkie talkies, security equipment, elevator inspections and tests, and miscellaneous permits and fees.

The Non-Residential Unit Owners will share with the Residential and Storage Unit Owners, the costs of fire security maintenance, sprinkler system maintenance, exterminating, walkie-talkies, security equipment and miscellaneous permits and fees, in accordance with their respective Common Interests.

The Office Unit Owner will share with the Residential and Storage Unit Owners, on the basis of Common Interest, the cost of water treatment for the Building.

The remaining expenses in the services and supplies category are considered Residential Common Expenses and thus will be paid exclusively by Residential and Storage Unit Owners in accordance with their Common Interest.

No contracts have been entered into. These figures are based on estimates received from contractors.

9. Insurance ($152,100)

This figure reflects the estimated annual cost of the following insurance coverage for the Property based on a June 19, 2000 letter from Aon Hamond & Regine, Inc., 120 Mineola Boulevard, Mineola, New York 11501. The cost estimates set forth below reflect current market conditions plus a 10% contingency.

Section 1: Business Select Policy
Carrier: Gulf Insurance Company

	Coverage and Perils	Limits of Liability	Annual Premium Cost
A.	Building (including 71st Street Public Access Area): All Risk Form, Replacement Cost Valuation Agreed Amount Option, Y2K Exclusion, No Coinsurance Clause $5,000 Deductible BSP Real Estate Plus	$156,000,000	
B.	Business Personal Property: All Risk BSP Form, Including Theft Replacement Cost Option, No Coinsurance, $5,000 Deductible BPP includes property of others in the care, custody and control of the insured, without legal liability	$3,000,000	
C.	Business Income: All Risk including Extra Expense, No Coinsurance	$10,000,000	
D.	Flood and Earthquake: Including Building, BPP, I&B and Time Element $25,000 Deductible Flood $25,000 Deductible Earthquake	$10,000,000 $10,000,000	
E.	Back-up of Sewers and Drains: Including Building, BPP, Time Element and I&B $2,500 Deductible	Up to Property Limit	
F.	Ordinance or Law Coverage: Including Increased Cost of Construction Including Extended Period of Restoration	Up to Building Limit Up to Business Income Limit	
G.	Pollutant Clean-up: No deductible applies	$25,000	

Section 2: Commercial General Liability

H.	Combined Single Limit for Bodily Injury and Property Damage		
	1. Per Occurrence	$1,000,000	
	2. General Aggregate	$3,000,000	
	Coverage Includes:		
	1. Premises Liability		
	2. Broad Form Liability Perils		
	3. Water Damage Legal Liability	$1,000,000	
	4. Non-Owned & Hired Automobile Liability	$1,000,000	
	5. Excludes Professional Liability	$1,000,000	
	6. Amendment of Other Insurance Condition (CG0055)(3/97)		
	7. Y2K Exclusion		
	8. Fire Damage Legal Liability	$100,000	
	9. 71st Street Public Access Area Sponsor Limitation Designated Premises Exclusion Designated Ongoing Ops: Construction and Park (Health Club)		
	Employee Benefits, $1,000 Deductible	$1,000,000	
	Estimated Annual Premium for Coverages A-H		$133,700

Section 3: Commercial Umbrella

Umbrella Liability	$50,000,000	
Estimated Annual Premium		$11,000

Section 4: Crime

Comprehensive Crime - Employee Dishonesty	$1,000,000	
Estimated Annual Premium		$1,100

Section 5: D&O

Directors & Officers Liability		
Per Occurrence	$5,000,000	
Aggregate	$6,000,000	
Estimated Annual Premium		$3,000

Section 6: Boiler and Machinery

Boiler and Machinery $50,000,000 Combined Limit Property Damage and Business Interruption		
Estimated Annual Premium		$3,300
Aggregate Estimated Annual Premium		**$152,100**

This coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units, nor does it include the coverage found in a standard "homeowners" policy for any belongings, improvements or furniture or other personal property in a Unit. Unit Owners are required to carry their own liability and casualty insurance covering occurrences in their Unit, pursuant to the By-laws.

The foregoing insurance quotation is an indication of insurance premiums at current rates increased by 10%. Because conditions in the insurance marketplace are so volatile, it is not possible to predict with certainty what the premiums will be for the first year of Condominium operation. Purchasers should be aware of the possibility of significant rate increases.

Fire, casualty and general liability insurance provide that each Unit Owner is an additional insured party and that there will be no cancellation without notice to the Board of Managers. The policy includes a waiver of subrogation, a waiver of invalidity because of the acts of the insured and Unit Owners, and a waiver of pro rata reduction if Unit Owners obtain additional coverage. The Residential and Non-Residential Unit Owners will share the insurance premium cost based on their respective Common Interests.

Notwithstanding anything in this Offering Plan to the contrary, pursuant to both the By-laws and the Condominium Act, the Board of Managers shall have the right to allocate the cost of the Condominium's property insurance premium other than pursuant to Common Interest, should the cost of the Condominium's insurance premium be based in part, specifically on the use to which a particular Unit is put, so that the Unit Owner whose use causes the premium to be higher pays the increased cost.

10. Management ($150,000)

This figure represents the estimated annual cost of management services, based on prevailing rates. Sponsor expects to have the Board of Managers enter into a written agreement with a property management company for a term of three years effective on the date of the First Unit Closing. It is expected that the Managing Agent will receive an annual fee of $150,000 for the first year of Condominium operation payable in monthly installments. The Unit Owners will share this expense based on their respective Common Interests.

11. Legal and Audit Fees ($17,000)

This figure is budgeted to provide $10,000 for auditing and accounting fees in connection with the preparation of the first year's audited financial statements and tax returns for the Condominium, based on an estimate prepared by M.R. Weiser & Co. LLP, Certified Public Accountants, 3000 Marcus Avenue, Lake Success, New York 11042-1066. The budget amount also projects $7,000 for minor legal services rendered in connection with the operation of the Condominium. The Unit Owners will share these costs based on their respective Common Interests.

12. Superintendent's Unit ($90,693)

Sponsor anticipates selling Unit 1A to the Board of Managers for a purchase price of $775,000 for use and occupancy by the Building Superintendent. It is anticipated that at the closing of the Superintendent's Unit the Board of Managers will execute and deliver to Sponsor or an institutional lender designated by Sponsor a purchase money note in the amount of $775,000, representing 100% of the purchase price of Residential Unit 1A, and a first mortgage on Unit 1A to secure repayment of the note. The note will bear interest at not more than the then prevailing rate for 30-year fixed-rate self-

amortizing loans. For purposes of this budget, interest has been projected at the rate of 9% per year. The note and mortgage are hereinafter sometimes collectively referred to as the "Mortgage." Starting on the first day of the full calendar month following title closing to the Superintendent's Unit, and on the first day of each succeeding month until maturity, constant self-liquidating monthly payments in the amount (assuming interest at 9% per year) of approximately $6,235.83 (i.e., approximately $74,830 per year) will be required to be made by the Board of Managers to the holder of the Mortgage, which payments will be applied first to interest and the balance to repayment of principal.

Amount Financed:	$775,000
Interest Rate:	then prevailing rate
Payment Terms:	Starting on the first day of the full calendar month following title closing to the Superintendent's Unit, and on the first day of each succeeding month until maturity, constant self-liquidating payments of approximately $6,235.83 will be due.
Maturity Date:	Thirty (30) years from the day of closing.
Prepayment:	The mortgage may be prepaid in full or in part (in multiples of $5,000) on the first day of a month, upon giving not less than 10 days prior written notice of intention to repay, without premium or penalty, but with interest accrued to the date of prepayment on the amount pre-paid. Partial prepayments will be applied in reverse order of maturity of principal and therefore will not change the amount of the monthly installments.
Security:	First mortgage lien on the Superintendent's Unit.
Restrictions:	The unpaid principal and accrued interest will be immediately due at the option of the Lender in the event the Unit is sold or further mortgaged or is leased to or occupied by other than the Superintendent.
Late Charge:	Two cents on each dollar overdue for more than 15 days.

Prospective purchasers are advised that the purchase price of the Superintendent's Unit represents, in effect, an additional purchase price to each purchaser of a Unit (*i.e.*, a portion of the purchase price of the Superintendent's Unit is attributed to each Unit). However, purchasers will not be required to pay for their proportionate share of the purchase price at title closing to their Units. Instead, all Unit Owners will pay the purchase price for the Superintendent's Unit directly in their Common Charges, which includes debt service on the Mortgage given to Sponsor or an institutional lender.

The budgeted amount for the Superintendent's Unit includes, in addition to approximately $74,830 attributable to debt service payments, the following estimated costs: Common Charges at approximately $10,000 per year, real estate taxes at approximately $263 per year, electricity costs at approximately $2,000 per year and parking expenses in the amount of approximately $3,600 per year. The real estate tax projection used is the amount projected to be due if Section 421-a benefits are in effect. If Section 421-a benefits are not in effect, the real estate tax amount will be higher. All Unit Owners will bear their share of the expense associated with the Superintendent's Unit based on their respective Common Interests.

Sponsor will pay all costs associated with conveyance of the Superintendent's Unit to the Board of Managers, including payment of the New York City Real Property Transfer Tax and New York State real estate transfer tax, and will pay for a fee and mortgagee title policy as well.

13. Health Club ($166,194)

This projection represents the anticipated cost of operating the Health Club for the first year of operation during the hours of 6:00 a.m. - 9:00 a.m. and 4:00 p.m. - 10:00 p.m. Monday through Friday, and 9:00 a.m. - 5:00 p.m. on Saturdays and Sundays, based on a proposal dated May 24, 2000 by American Leisure Corporation, Two New Hemstead Road, New City, NY 10956. This cost includes a projection for the following staff at the specified salaries, plus payroll taxes as shown:

•	Manager/Trainer	36 hours x $19.50/hr x 52 weeks	=	$36,504
•	Receptionist/Trainer	59 hours x $10.00/hr x 52 weeks	=	30,680
•	Lifeguards	61 hours x $9.50/hr x 52 weeks	=	30,134
•	Attendant/Porter	35 hours x 8.50/hr x 52 weeks	=	15,470
•	Payroll taxes	x 12.5%	=	14,098
		Subtotal		$126,886

The proposal also incorporates a projected annual operating expense budget (*i.e.*, pool chemicals, laundry services, insurance, printing and stationery, employee benefits, ID system and supplies, office supplies, club amenities, etc.) of $14,308 and a projected annual management fee of $25,000, for an aggregate projected Health Club expense of $166,194.

14. Park Maintenance ($109,805)

As described elsewhere in this Offering Plan, each Development Parcel in Riverside is obligated to contribute its proportionate share of the cost of maintaining, operating and insuring the Park Areas, by making payments to the Property Owners Association which in turn will pay these sums to the City of New York. The aggregate cost of Park Area maintenance and operation for the current year (i.e., calendar year 2000), which cost is to be allocated among and paid proportionately by all Development Parcel Owners is $733,825, which amount is net of $67,271 of the maintenance and operating cost of the Park Areas to be paid by the City of New York in accordance with the Maintenance and Operating Agreement that is part of the Restrictive Declaration. A copy of the Riverside Park Budget for Park Maintenance and Operation for 2000 (excluding insurance costs) is included as Schedule B-1 in this Offering Plan. Sponsor has increased the net 2000 maintenance and operating budget by approximately 3% per year for three years (i.e., by $68,045 in total), in an effort to project the Park Areas maintenance budget for the first year of Condominium operation which is anticipated to begin in January 2003. This results in a projected net Park Area annual maintenance budget (i.e., exclusive of NYC's portion of the costs and exclusive of insurance) for calendar year 2003 in the amount of $801,870. This total cost, plus the cost of insurance for the Park Areas, is to be allocated proportionately among all Development Parcels, as discussed below.

The projected Park Area insurance costs for the entire Riverside site for 2003, in the aggregate amount of $309,100, as itemized on Schedule B-1.1, were estimated by Aon Hamond & Regine, Inc., 120 Mineola Boulevard, Mineola, New York 11501, in a letter dated June 19, 2000.

The Condominium's proportionate share of the cost of Park Area maintenance, operation and insurance has been calculated at approximately 9.88%. This calculation is based on the ratio of approved floor area (as defined in the NYC Zoning Resolution) of Parcel B (the Development Parcel on which the Condominium is being developed), to the ratio of approved floor area for residential, retail and

community facility space for Riverside generally (*i.e.*, 602,902 square feet/6,099,951 square feet). The aggregate cost projected for maintenance, operation and insurance of the Park Area for 2003, the first year of Condominium operation, is as follows:

a.	Maintenance and Operations	$ 801,870
b.	Insurance	$ 309,100
	TOTAL	$ 1,110,970

The Condominium's proportionate share of the $1,110,970 total, based on the 9.88% rate described above, is approximately $109,805. The Condominium's obligation for Park Area maintenance, operation and insurance costs is a General Common Expense of the Condominium and thus is to be shared by all Unit Owners. The Residential Units, the Storage Units and the Non-Residential Units will share the Park Area maintenance, operation and insurance expense based on their respective Common Interests.

15. Amtrak Operating Payment and Insurance Cost ($59,341)

As described elsewhere in this Offering Plan, the Condominium Board of Managers is obligated to make an Operating Payment to Amtrak for the cost of maintaining and operating the Systems installed in the Building. The Condominium Board of Managers also is obligated to insure the Systems and the Amtrak Right of Way Parcel in accordance with the Amtrak Agreement. The Operating Payment and insurance cost are General Common Expenses of the Condominium and thus are to be shared by all Unit Owners. Maintenance and operating payments are to be made to the Designated HWA Representative in accordance with the Amtrak Agreement.

The estimated maintenance and operating costs for the Systems have been projected by its designers, Parsons Brinckerhoff Quade & Douglas, Inc., One Penn Plaza, New York, New York 10119-0061, and I.M. Robbins, P.C., and are itemized on Schedule B-2 attached to this Schedule B.

The cost of insurance coverage required pursuant to the Amtrak Agreement with respect to the Condominium was projected by Aon Hamond & Regine, Inc., 120 Mineola Boulevard, Mineola, New York 11501, and is itemized on Schedule B-2.1 attached to this Schedule B. The insurance projection provided by Aon for the Condominium for 2003 is $1,900.

The aggregate cost of maintaining, operating and insuring the Amtrak Systems and Amtrak Right of Way Parcel attributable to Parcel B, has been computed as follows:

a.	Maintenance and Operations	$ 57,441	(See Schedule B-2)
b.	Insurance	$ 1,900	(See Schedule B-2.1)
	TOTAL	$ 59,341	

The Residential Units, the Storage Units and the Non-Residential Units will share the Amtrak Operating Payment and insurance expense based on their respective Common Interests.

16. Contingency ($50,000)

This amount, to be used at the discretion of the Board, is intended to benefit the Condominium Unit Owners by providing a fund for unanticipated expenses not included in the budget and for possible increases in one or more items of operating expense above the amounts projected. Such fund is not

intended to be for major capital repairs or replacement items likely to be needed within the first five years of Condominium operation.

The foregoing projected budget may be modified from time to time prior to the commencement of, or during, Condominium operation to add or increase one or more items of operating expense. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. The Residential and Non-Residential Unit Owners will share this cost based on the type of cost involved, as described above.

IN THE OPINION OF PENMARK REALTY CORP. THE ESTIMATED COMMON CHARGES ARE SUFFICIENT TO PAY THE PROJECTED OPERATING EXPENSES FOR THE CONDOMINIUM'S FIRST YEAR OF OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING JANUARY 1, 2003. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF CONDOMINIUM OPERATION WILL BE PRECISELY AS SET FORTH IN THIS BUDGET.

SCHEDULE B-1

RIVERSIDE PARK
BUDGET FOR
PARK MAINTENANCE AND OPERATION FOR 2000

Projected Expenses

	Costs	NYC Parks Dep't Contribution	Total Cost
Personnel Costs (1)	$535,167	$(62,985)	$472,182
Vehicle Costs (2)	21,286	(4,286)	17,000
Expense Costs (3)	244,644	0	244,644
Total	$801,096	$(67,271)	$733,825

Itemized Projected Expenses

(1) Personnel Costs

This figure includes wages and fringe benefits for a projected park staff as described below. The projected level of staffing and wages for the park is in accordance with the figures suggested by the City of New York Parks and Recreation Department ("***PRD***").

Position	# of Staff	Annual Salary	Total Cost
Operations			
Operations Manager	1	$ 50,000	$ 50,000
Admin. Support	1	28,000	28,000
Park Service Worker (year round)	1	30,000	30,000
Park Service Worker (8 months)	1	30,000	20,000
Park Cleaner (year round)	4	23,000	92,000
Park Cleaner (6 months)	1	23,000	11,500
Maintenance Worker	1	38,000	38,000
Horticulture			
Gardener	1	35,000	35,000
Assistant Gardner (8 months)	1	29,000	19,333
Recreation and Visitor Services			
Recreation Coordinator	1	34,000	34,000
Park Ranger (6 months)	1	26,000	13,000
Playground Associate (6 months)	1	21,000	10,500
Security			
Officers	2	26,000	52,000
Total	17	393,000	433,333
		With Fringe (@ 23.5%)	535,167
Less: PRD Contribution			(62,985)
Grand Total			**$472,182**

(2) Vehicle Costs

This figure includes the yearly amortization (straight-line/7 years) of the vehicles described below. The projected number of vehicles for the park is in accordance with the figures suggested by the City of New York Parks and Recreation Department.

Vehicle	# of Vehicles	Price	Amortization	Total Cost
Pickup	1	$ 24,000	$ 3,429	$ 3,429
Utility Cushman	1	10,000	1,429	1,429
Skidsteer	1	40,000	5,714	5,714
Mower	1	20,000	2,857	2,857
Utility Cushman	1	10,000	1,429	1,429
Van	1	30,000	4,286	4,286
Patrol Cushman	1	15,000	2,143	2,143
Grand Total	**7**	**$149,000**	**$21,286**	**21,286**
Less: PRD Contribution				**(4,286)**
Grand Total				**$17,000**

(3) Expense Costs

This figure includes the yearly cost of providing supplies, materials, telephone service, vehicle repair, fuel, horticultural supplies and materials and recreation related expenses for the purpose of maintaining and operating the Park, as described below. All expense projections below are in accordance with the City of New York Parks and Recreation Department.

Function	Item	Cost
Administration	Telephone	$ 350
	Office Expense	7,000
	Subtotal	**$ 7,350**
Operations	Vehicle Repair	$ 9,692
	Fuel	750
	Supplies, Materials and Equipment	70,000
	Trades, Repair, Misc, Contracts	75,000
	Subtotal	**$155,442**
Horticulture	Materials	$ 34,352
	Vehicle Repair	3,952
	Fuel	400
	Subtotal	**$ 34,352**

Function	Item	Cost
Recreation and Visitor Services	Performances	$ 17,500
	Art	15,000
	Design/Publicity	3,000
	Equipment, Materials, Rentals	5,000
	Recreation Consultants	7,000
	Subtotal	**$ 47,500**
	Total Expense Cost	**$244,644**

SCHEDULE B-1.1

RIVERSIDE PARK
PROJECTED INSURANCE BUDGET FOR
PARK OPERATION FOR 2003

1. COMMERCIAL GENERAL LIABILITY (Waterfront Park)

Carrier: Scottsdale	Limit of Liability	
Combined Single Limit for Bodily Injury & Property Damage		
Per Occurrence	$ 5,000,000	
General Aggregate	$ 5,000,000	
Deductible: $5,000 per claim		
Coverage Includes:		
Limitation of Coverage to Designated Premises		
Knowledge of Accident		
Unintentional Errors or Omissions		
Abuse or Molestation Exclusion		
Employment-Related Practices Exclusion		
Excluded Activities		
Annual Premium:		$ 171,600

2. UMBRELLA LIABILITY (Park Phase I)

Carrier: AIU Insurance company		
Limit of Liability:		
Per Occurrence	$25,000,000	
General Aggregate	$25,000,000	
Self Insured Retention	$ 10,000	
Annual Premium:		$ 77,000

3. ALL RISK PROPERTY (Park Phase I including Pier)
Carrier: Royal Insurance Company

A. Park and Pier

All Risk/ISO Form		
Replacement Cost	$ 13,000,000	
Valuation/Agreed Amount		
No Co-Insurance Clause		
$25,000 Deductible		

B. Flood & Earthquake

$50,000 Deductible Flood	$ 5,000,000 occ/agg	
$50,000 Deductible Earthquake	$ 5,000,000 occ/agg	
$50,000 Ship Collision		
Annual Premium:		$ 60,500
Aggregate Total Estimated Annual Premiums:		$ 309,100

SCHEDULE B-2

AMTRAK OVERBUILD
PROJECTED OPERATING AND MAINTENANCE BUDGET FOR 2003
FOR BUILDING LOCATED ON PARCEL "B"

System Component	Operating	Maintenance	Capital	Total
VENTILATION				
Fans	$2,140	$10,720	$1,500	$14,360
Ductwork	0	5,360	0	5,360
Motor Operated Dampers	0	6,420	135	6,555
LIGHTING	$6,420	$3,200	$540	$10,160
ELECTRIFICATION	0	0	0	0
VENTILATION CONTROLS				
NO_2 Monitoring System				
Routine Maintenance	0	$1,735	0	$1,735
Gas Sensors	0	185	0	185
Power Supply Units	0	80	0	80
Sampling Pumps	0	80	0	80
Sampling Lines	0	800	0	800
Gas Cylinders	0	160	0	160
Fan/Damper Controls				
Routine Maintenance	0	$11,240	0	$11,240
Damper Limit Switches	0	540	0	540
Temperature Sensors	0	750	$ 0	750
PLC's	0	0	2,700	2,700
SUBTOTALS	$8,560	$41,270	$4,875	$54,705
Contingency	428	2,064	244	736
TOTAL	$8,988	$43,334	$5,119	$57,441

SCHEDULE B-2.1

PROJECTED ANNUAL INSURANCE COST UNDER AMTRAK AGREEMENT FOR PARCEL B FOR 2003

Carrier: Zurich Insurance Company

Combined Single Limit for Bodily Injury & Property Damage

Per Occurrence	$ 2,000,000
General Aggregate	$ 6,000,000

Coverage Includes:

- Premises Operations
- Asbestos Exclusion
- Pollution Exclusion
- Punitive Damage Exclusion

Total Estimated Annual Premium: $ 1,900

SCHEDULE C

SCHEDULE OF PROJECTED RESIDENTIAL UNIT ELECTRICITY COSTS

Approximate Unit Size	Projected Annual Consumption	Projected Annual Cost
563 sq. ft.	5,456 KWHR	$ 775
1,019 sq. ft.	9,874 KWHR	$ 1,403
1,468 sq. ft.	14,225 KWHR	$ 2,021
1,898 sq. ft.	18,392 KWHR	$ 2,613

The Building is equipped with a master electric meter and computerized submeters for each individual Residential Unit. This system is referred to as the "Electronic Computerized Metering" in the "Description of Property and Specifications" contained in Part II of the Plan. The Board of Managers will receive a single invoice monthly from Con Edison, based on the master meter reading. Each individual Residential Unit Owner will receive an invoice from the Board of Managers monthly for the electrical consumption in the Owner's Unit as reflected on the submeter for the Unit, prepared by a servicing company to be engaged by the Board of Managers. Each Unit Owner will be obligated to pay the invoice amount to the Board of Managers and the Board of Managers will be obligated to pay Con Edison. A Unit Owner's failure to pay electricity charges will be treated in the same manner as the Unit Owner's failure to pay Common Charges and the Board of Managers shall have the same remedies for non-payment.

The projections in this Schedule C for lighting, appliances, air conditioning, and the fan, if used for heating distribution, are based upon estimates prepared by I.M. Robbins, P.C. as of June 8, 2000 and assume an average annual usage of 9.69 KWHR per square foot and an average annual cost of electricity of $1.26 per square foot of floor area based on Con Edison's current applicable costs, increased by 3% per year for each of the next three years, plus sales tax, for a total projected cost of $.14205 per KWHR.

No representation or guaranty is made that a particular Residential Unit Owner's actual electricity costs will be as projected. Indeed, actual electricity costs will vary from the projections due to such factors as different usage among Residential Unit Owners and rate fluctuations.

PENMARK REALTY CORP

CERTIFICATION OF EXPERT CONCERNING THE ADEQUACY OF COMMON INTEREST PAYABLE BY THE UNIT OWNERS IN COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A AS AMENDED

July 12, 2000

Hudson Waterfront Company B, LLC
725 Fifth Avenue
New York, N.Y. 10022

Re: 220 Riverside Boulevard
New York, New York 10069

Gentlemen:

Please be advised that in consultation with you and your architect, we have determined the percentages of Common Interest to be allocated to each of the Condominium Units in 220 Riverside Boulevard at Trump Place. The percentages of interest of the Units in the Common Elements have been determined in accordance with Real Property Law Section 339-(i)(1)(ii), to wit, such Common Interest is based upon the approximate proportion that the floor area of a Unit on the date of the Declaration will bear to the then aggregate floor area of all Units, with such proportion reflecting the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements. Specifically, where a Unit contains a terrace, approximately 25% of the Square foot area of the terrace has been added to the square foot area of the Unit, for the purpose of calculating Common Interest. These percentages are to be incorporated into the Declaration in compliance with the Condominium Act.

Very truly yours,
Penmark Realty Corp.

By: Bernard Friedman

Sworn to before me this 12th
day of July, 2000

Notary Public

FRANCIA WALKES
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WA6001396
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JANUARY 26, 2002

H. CHANGES IN PRICES AND UNITS

1. Changes in Prices

Units are offered at the prices set forth in Schedule A, but Sponsor reserves the right to negotiate prices on an individual basis. Offering prices will be decreased or increased by an amendment to the Plan prior to the new price's use if the change in price is an across-the-board change affecting one or more lines of Units or is a price to be advertised. However, as purchase prices may be changed by Sponsor on an individual basis, Sponsor reserves the right to decrease purchase prices or modify other terms of sale relating to price without filing an amendment to the Plan at any time during the offering if such reduction in purchase price or modification of such other terms of sale is the result of an individually negotiated transaction. Further, Sponsor may enter into an agreement with a purchaser to sell one or more Units at prices higher than those set forth in Schedule A, provided that an amendment containing the new price is submitted to the Department of Law prior to the price's use. An amendment whose sole purpose is to effect a change in price shall be effective immediately upon its receipt by the Department of Law.

No change in the price of a Unit will on its own vary the estimated annual Common Charges or percentage of interest in the Common Elements attributed to that Unit.

Sponsor shall have the right to negotiate changes in other offering terms, as more fully set forth in Part I, Section M of the Plan, entitled "Rights and Obligations of Sponsor."

2. Changes in Units

In order to meet the possible varying demand for number and type of Units, or to meet the particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration, with respect to Units owned by Sponsor, to (i) change or reverse the layout of any Unit and make adjustments in interior dimensions of Units, (ii) change the number of rooms in any Unit, (iii) change the size and/or number of Units by subdividing one or more such Units into two or more separate Units, combining separate Units into one or more Units, altering boundary walls of Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting a Unit or Unit(s) owned by Sponsor into one or more of said Units or otherwise, and (iv) if appropriate, reapportion the Common Interest and Residential Allocation Percentage among the Units affected by such change. However, Common Interest need not be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above.

Notwithstanding the foregoing, except for changes necessitated by site conditions, no material change in size, dimension, floor space, Common Interest or layout will be made to a Unit for which a Purchase Agreement has been executed and delivered to Sponsor without the consent of the Purchaser, unless the Purchaser has defaulted under said Purchase Agreement, was notified of the default and failed to cure said default as provided for in the Purchase Agreement, and Sponsor has terminated the Purchase Agreement. It should be noted in this regard that if the layout and dimensions of a Unit conform substantially to the Plans and Specifications, subject to Sponsor's right to make changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such insubstantial deviation. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for Purchaser's Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a minor inaccuracy or error in the floor plans.

Sponsor represents that no material change will be made in the size of Residential Units, their respective percentage of interest in the Common Elements, or in the amount or quality of Common

Elements except by amendment to the Plan, subject, however, to Sponsor's right to make changes pursuant to the foregoing or as a result of site conditions, without filing an amendment to the Plan. In the event that the Declaration has already been filed at the time of such change, the Declaration will also be amended by the Sponsor, as necessary, with the consent of all Unit Owners directly affected, if such consent is required by law or by the Declaration or by the By-laws.

Notwithstanding anything in this Offering Plan to the contrary, if Sponsor must make material changes to size, dimension, Common Interest, floor space or layout of Units due to site conditions, governmental requirements or other circumstances beyond Sponsor's control, Sponsor will amend the Plan accordingly to disclose the changes. Any Purchaser under contract to purchase a Unit whose purchase would be substantially adversely affected by such changes, will have the right to rescind the Purchase Agreement and receive back the Down Payment made thereunder together with interest earned thereon.

Sponsor and all other Non-Residential Unit Owners shall have the right to make alterations in and to their Units in accordance with the Declaration and By-laws.

I. PROCEDURE TO PURCHASE

Generally

Any person interested in purchasing a Residential Unit in 220 Riverside Boulevard at Trump Place, must apply at the Sales Office for an Offering Plan. Upon receipt of the Plan, the potential purchaser must tender a check in the amount of $150 payable to "Hudson Waterfront Company B, LLC," as a deposit for the Offering Plan. The deposit is a non-binding expression of interest and does not constitute a reservation or obligation. The deposit will be fully refunded, without interest, upon return of the Plan (in good condition) to Selling Agent, within fifteen (15) days after recipient's receipt of the Plan, or upon execution of a Purchase Agreement, whichever is earlier. However, if within the 15-day period following receipt of the Plan the recipient does not execute a Purchase Agreement and does not return the Offering Plan, the $150 deposit becomes non-refundable and may be retained by Sponsor.

Purchasers will be afforded an opportunity to review the Offering Plan and all filed amendments thereto, prior to executing a Purchase Agreement, the form of which is contained in Part II of this Plan. The Purchase Agreement shall be binding on Purchaser if accepted by Sponsor as set forth below. A potential purchaser generally shall be permitted to execute a Purchase Agreement after having had a period of at least three (3) business days to review the Plan. A Purchaser who executes a Purchase Agreement and deposits the requisite down payment without having the opportunity to review the Offering Plan for three (3) business days, shall have the right to rescind the Purchase Agreement and receive back the down payment check tendered to Sponsor within seven (7) days after the execution of the Purchase Agreement, provided Purchaser's written notice of rescission is personally delivered to Selling Agent at the Sales Office by the end of the seventh calendar day after execution of the Purchase Agreement or mailed to Selling Agent at the Sales Office and post marked within the seven (7) day period.

Upon signing a Purchase Agreement for a Residential Unit or for a Residential Unit plus a Storage Unit, Purchaser shall make a down payment equal to ten percent (10%) of the aggregate purchase price for the Unit(s) in accordance with the terms of the Purchase Agreement.

Within ten (10) business days after delivery by Purchaser to Selling Agent of an executed Purchase Agreement, together with the required down payment, Sponsor will either accept the Purchase Agreement and cause to be returned to Purchaser a fully executed counterpart thereof, or reject the Purchase Agreement and refund the down payment tendered (without interest). Sponsor reserves the right to request thorough identification and financial information concerning prospective purchasers, subject to limitations imposed by law. The Purchase Agreement will not be binding upon Sponsor until a copy executed by or on behalf of Sponsor is delivered to Purchaser.

Sponsor reserves the right at any time and from time to time for any reason whatsoever (except as prohibited by law), without prior notice or prior amendment to the Plan, to refuse to accept and execute a Purchase Agreement for any Unit or a Purchase Agreement or Purchase Agreements (as the case may be) for more than one Residential Unit or more than one Storage Unit to any one person or entity. Sponsor also reserves the right without prior notice or prior amendment to the Plan, to hold one or any number of Units off the market and to not offer same for sale from time to time and at any time during this offering.

Sponsor also reserves the right to sell Residential Units to investor-Purchasers who do not intend to reside in the Unit and/or who intend to rent out the Unit(s) they purchase, as well as to Purchasers for occupancy.

Purchasers may apply for financing to purchase a Unit. However, the Purchase Agreement will not be contingent upon Purchaser's receipt of a financing commitment. Thus if Purchaser applies for and is denied a loan, or if Purchaser applies for a loan and receives a commitment for less than the amount

applied for, Purchaser will still be obligated to close under the Purchase Agreement. If Purchaser fails to close under the Purchase Agreement as required, Purchaser will be in default under the Purchase Agreement and may forfeit the down payment paid under the Purchase Agreement, plus all interest earned thereon, as liquidated damages.

Special Offer for Unit Owners at 200 Riverside Boulevard

The date that is ten (10) business days after the date the Plan is accepted for filing by the Department of Law is called the "***Presentation Date***." All parties who own a unit at 200 Riverside Boulevard on the Presentation Date (each a "***200 Owner***") shall have the opportunity, for a period of fourteen (14) days following the Presentation Date (the "***200/Exclusive Period***"), to enter into a Purchase Agreement for Residential (and Storage) Units at 220 Riverside Boulevard. Upon acceptance of the Offering Plan for filing, Sponsor shall notify 200 Owners in writing of this opportunity. The prices at which Units will be offered to 200 Owners during the 200/Exclusive Period are 5% less than the initial prices listed under column 2 on Schedule A. Sponsor will not recognize or pay commissions to any brokers (other than Selling Agent) in connection with sales to 200 Owners. During the 200/Exclusive Period, Residential Units (and Storage Units) will be available for sale exclusively to 200 Owners and will not be available for sale to other parties. Notwithstanding the foregoing, Sponsor shall have the right to enter into Purchase Agreements for Residential (and Storage) Units with non-200 Owners during the 200/Exclusive Period, provided that each such Purchase Agreement is expressly contingent upon the availability of the Unit(s) upon expiration of the 200/Exclusive Period, as a result of its (their) not having been purchased by a 200 Owner. Upon expiration of the 200/Exclusive Period, the discounted prices will no longer automatically be available to the 200 Owners and 200 Owners will no longer have an exclusive right to purchase Units at the Building.

All other terms of sale of Units to 200 Owners shall be the same terms and conditions as are applicable to sales to other potential Purchasers under this Plan.

Escrow Account

Sponsor will cause all cash down payments received from Purchasers, directly or through Sponsor's agents or employees, to be delivered to Sponsor's Offering Plan Counsel, Robinson Silverman Pearce Aronsohn & Berman LLP, to be held in escrow in accordance with this Plan. Robinson Silverman Pearce Aronsohn & Berman LLP will serve as escrow agent ("***Escrow Agent***") for Purchasers' down payment monies received from Sponsor.

Escrow Agent will, upon receipt from Sponsor or Selling Agent of down payment funds paid by a Purchaser, deposit the funds in Purchaser's name in a sub-account of a master attorney trust account entitled "220 Riverside Boulevard Attorney Trust Account" (the "***Escrow Account***") maintained by Escrow Agent at HSBC Bank USA ("***HSBC***") at HSBC's 52nd Street Office located at 666 Fifth Avenue, New York, NY 10103. Before Escrow Agent can deposit the funds in the sub-account, however, Escrow Agent must be provided with an original completed Form W-9 (or Form W-8 if applicable) executed by Purchaser (or, if Purchaser comprises more than one party, executed by one of the parties comprising Purchaser who has been designated by all parties comprising Purchaser to serve as recipient of the interest earned on the down payment).

If Purchaser enters into a Purchase Agreement and if the down payment funds and Form W-9 or Form W-8, as applicable (completed and executed as described above) are received by Escrow Agent on or before Friday July 27, 2001, the sub-account into which Purchaser's down payment funds shall be deposited will be a certificate of deposit account (a "***CD Sub-Account***"). The approximate rate of interest for a 1-year certificate of deposit as of the date of this Offering Plan is 6.05%. Sponsor makes no representation, however, as to what the rate of interest for CD Sub-Accounts will be on the date a CD Sub-

Account is opened for a particular Purchaser. Regardless of the date a CD Sub-Account is opened, each CD Sub-Account will mature on July 31, 2002.

On the maturity date of the CD Sub-Accounts, funds in each CD Sub-Account automatically will be rolled over into a money market sub-account (a "***Money Market Sub-Account***") in Purchaser's name, having the same account number as the CD Sub-Account opened for Purchaser. The interest rate on the Money Market Sub-Account is anticipated to be lower than the interest rate on the CD Sub-Account, and will fluctuate from day to day.

If Purchaser enters into a Purchase Agreement after Friday July 27, 2001 and/or if Escrow Agent receives the down payment funds and Form W-9 or W-8, as applicable, (completed and executed as described above) after Friday July 27, 2001, Purchaser's down payment funds will be deposited directly into a Money Market Sub-Account and will not be deposited into a CD Sub-Account.

Purchasers are advised that if the down payment funds are deposited into a CD Sub-Account, HSBC's standard interest forfeiture rules will apply in the event funds are withdrawn from the CD Sub-Account prior to the July 31, 2002 maturity date.

HSBC has advised Escrow Agent that a deposit on account of a particular Purchaser in a sub-account for that Purchaser is covered by Federal Deposit Insurance Corporation ("***FDIC***") insurance to a maximum of $100,000. Purchasers of Units having a purchase price in excess of $1,000,000 and thus requiring down payments in excess of $100,000 are advised accordingly. No representation is made by Escrow Agent, however, that the FDIC will insure any depositor's funds, if and when called upon to do so.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any legal obligation of the Escrow Agent to hold the down payment funds as trust funds pursuant to law, is absolutely void. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

Within five (5) business days after tender by Purchaser of the down payment submitted with the Purchase Agreement signed by all necessary parties and expiration of any rescission period granted to Purchaser by Sponsor, the down payment funds shall be delivered to Escrow Agent for deposit into the Escrow Account, and within ten (10) business days after Escrow Agent has received the funds together with executed Form W-9 or W-8 completed as described above, Purchaser will be notified by Escrow Agent of the deposit, the account number and the interest rate. Notice mailed to a Purchaser at the address set forth in the Purchase Agreement shall be deemed to be delivered to the Purchaser and received by the Purchaser hereunder, whether or not it is actually received, and shall be deemed received on the date mailed.

If Purchaser does not receive notice of deposit of the down payment within fifteen (15) business days after tender of the down payment funds, delivery of Form W-9 or W-8 and expiration of any rescission period granted to Purchaser by Sponsor, Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender by Purchaser of the down payment. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrow funds were timely deposited and requisite notice was timely mailed to the Purchaser in conformity with the Attorney General's regulations.

The Escrow Agent will maintain funds in escrow until: (i) Purchaser's closing under the Purchase Agreement, in which event the funds will be paid to Sponsor (or anyone Sponsor directs), without any further authorization by Purchaser required, or (ii) Purchaser's permitted rescission of the Purchase Agreement (in which event the funds will be paid to Purchaser), or (iii) Sponsor's termination of the Purchase Agreement following Purchaser's continuing default under the Purchase Agreement after delivery to Purchaser by Sponsor of a notice of default and expiration of the applicable cure period in accordance with

the Plan and the Purchase Agreement (in which event the funds will be paid to Sponsor), or (iv) otherwise directed in a writing signed by both Sponsor and Purchaser directing the disposition of such funds, or (v) otherwise directed by a determination of the Attorney General directing the disposition of such funds pursuant to the dispute resolution procedures contained in the Attorney General's regulations, or (vi) otherwise directed by a judgment or order of a court of competent jurisdiction directing the disposition of such funds, or (vii) the Escrow Agent is changed in connection with a transfer of funds to a new escrow agent, or (viii) Sponsor's abandonment of the Plan (in which event the funds will be paid to Purchaser).

If there is no closing under the Purchase Agreement and there is no written agreement between the parties to release the escrow funds, and if there is no court order or Attorney General determination respecting disposition of the funds, Escrow Agent shall not pay the funds to Sponsor until Escrow Agent has given Purchaser written notice of at least ten (10) business days. For purposes of this provision, notice shall be deemed given if actually delivered to the Purchaser or Purchaser's counsel or if mailed to Purchaser or Purchaser's counsel at the address set forth in the Purchase Agreement whether or not it is actually received, and shall be deemed given five (5) business days after the date mailed. Thereafter, the funds may be paid to Sponsor unless Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General's regulations and the Escrow Agent has received actual prior notice of such application in writing from Purchaser in accordance with the dispute resolution provisions. Escrow Agent shall be entitled to act upon any document believed by it, in its reasonable judgment, to be genuine. Release of funds from the Escrow Account requires written authorization from a partner of Escrow Agent.

Sponsor will not object to the release of the escrow funds to a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

Any interest earned on the down payment funds will be paid to Purchaser at or following Purchaser's closing. Upon Purchaser's permitted rescission of a Purchase Agreement or upon termination of a Purchase Agreement pursuant to agreement with Sponsor, interest earned on the down payment shall be paid as Sponsor and/or Sponsor and Purchaser, as applicable, shall direct, subject to the interest forfeiture requirements of HSBC, if applicable. Upon Sponsor's abandonment of the Plan, interest shall be paid to Purchaser, subject to the interest forfeiture requirements of HSBC, if applicable.

Purchasers and the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the down payment and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is contained in Part II of the Plan. The party applying for a determination must send all other parties a copy of the application by certified mail, return receipt requested. Pending determination of the Attorney General to grant or deny the application to release escrow funds, Sponsor, Purchaser, and Escrow Agent are to abide by any interim directive issued by the Attorney General.

Escrow Agent is obligated to maintain all records concerning the Escrow Account for seven years after release of funds.

Subject to the foregoing, in the event of an uncured default by Purchaser, the down payment plus interest earned thereon, may be retained by Sponsor as liquidated damages.

Escrow Agent will send IRS 1099-Int. notices reflecting interest earned on the down payment while it is in the Escrow Account to (i) Purchaser's address set forth in the Purchase Agreement with respect to notices sent prior to Purchaser's closing, and (ii) the address to which the Managing Agent sends invoices for Common Charges, with respect to notices sent after Purchaser's closing.

Closings

The First Unit Closing will be held at least ten (10) days following the date an amendment reflecting that Sponsor has declared the Plan effective as described in Part I, Section J of the Plan, has been accepted for filing by the Department of Law. Closings will be held at the offices of Sponsor's counsel, Robinson Silverman Pearce Aronsohn & Berman LLP, 1290 Avenue of the Americas, New York, New York 10104. All Purchasers will be given at least thirty (30) days' prior written notice of their closing. The scheduled closing date listed in that notice is referred to as the "Original Scheduled Closing Date." Such notice will remind Purchasers that the balance of the purchase price is due at closing and will provide information as to payment and/or adjustment of Common Charges and real estate taxes for the month in which title closes. If a Purchaser desires to close on less than said thirty (30) day notice, Sponsor shall be permitted to do so.

If a Purchaser is buying a Storage Unit as well as a Residential Unit, the closing of both Units must occur simultaneously.

At the time of closing each Purchaser will be required to pay the New York City Real Property Transfer Tax, the New York State Real Estate Transfer Tax and the Mansion Tax, if any, with respect to the Unit. (See Part I, Section L entitled "Closing Costs and Adjustments" for cost details.)

At closing, the balance of the purchase price shall be paid by an unendorsed bank or cashier's check(s) or unendorsed personal certified check(s) of Purchaser drawn on or issued by a New York bank, trust company or other New York lending institution which is a member of the New York Clearing House Association (unless Sponsor agrees otherwise), payable to Sponsor (or to any one Sponsor designates or directs). Alternatively, at Purchaser's request, Sponsor will cooperate to facilitate wire transfers of the balance of the purchase price due at closing.

At closing Sponsor will provide Purchaser with a FIRPTA certification, and, if Purchaser is not financing the purchase, with a copy of Form 1099S which Sponsor will cause to be filed following the closing, with the Internal Revenue Service. If Purchaser is financing the purchase, Purchaser's lender's attorneys shall be obligated to file Form 1099S and to provide a copy thereof to Sponsor at the closing.

At the time of closing each Purchaser will be required to sign a power of attorney to the Board of Managers and the Residential Committee in the form contained in Part II of the Plan.

A Purchaser who fails to pay the balance due under the Purchase Agreement on the Original Scheduled Closing Date or any permitted adjournment thereof, or fails to honor any other obligation under the Purchase Agreement, will be in default under the Purchase Agreement. Sponsor shall notify any such Purchaser of Purchaser's default in writing, shall specify the reason Purchaser is in default and shall grant Purchaser a period of at least ten (10) business days within which to cure said default. **SPONSOR RESERVES THE RIGHT TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OPPORTUNITY TO CURE ANY DEFAULT WITHIN THE SPECIFIED CURE PERIOD. AFTER THE SPECIFIED CURE PERIOD EXPIRES, IF PURCHASER'S DEFAULT REMAINS UNCURED, SPONSOR MAY TERMINATE THE PURCHASE AGREEMENT, RETAIN PURCHASER'S DOWN PAYMENT TOGETHER WITH INTEREST EARNED THEREON (IF ANY) AS LIQUIDATED DAMAGES, AND SELL THE UNIT TO ANOTHER PURCHASER AS IF THE PURCHASE AGREEMENT HAD NEVER BEEN MADE.**

If Purchaser is not ready to close on the Original Scheduled Closing Date, any adjournment of the closing granted by Sponsor at Purchaser's request will, at Sponsor's discretion, be on the condition that (i) all adjustments made at closing (and described in "Closing Costs and Adjustments" in Part I, Section L

of the Plan) will be made as of the Original Scheduled Closing Date, and (ii) Purchaser shall pay Sponsor at closing, by unendorsed personal certified or bank check drawn on a bank that is a member of the New York Clearinghouse Association, an amount derived by (a) multiplying the purchase price for the Unit(s) being purchased by 14%, (b) dividing that product by 365, and (c) multiplying the resulting amount by the number of days the closing is delayed, beginning with the Original Scheduled Closing Date and ending with the actual closing date. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the closing date. However, the provisions shall apply to any postponements by Purchaser of the agreed-upon adjourned closing date. Sponsor reserves the right to waive any or all of the provisions of this paragraph.

If Purchaser requests more than one adjournment of the Original Scheduled Closing Date, or if Purchaser requests an adjournment of the Original Scheduled Closing Date in excess of thirty (30) days, Sponsor shall have the right to require that as a condition of the adjournment Purchaser must deposit an additional payment on account of the purchase price for the Unit(s) being purchased into escrow with the Escrow Agent, which additional payment shall be deemed part of and shall be handled in the same manner as the down payment already paid by Purchaser. Sponsor also shall have the unilateral right to make time of the essence with respect to Purchaser's obligation to close on any rescheduled closing date to which Sponsor consents. A time of the essence obligation means that if Purchase fails to close on the rescheduled closing date for any reason whatsoever, Sponsor has the right to terminate the Purchase Agreement and retain Purchaser's down payment and all interest earned thereon, as liquidated damages.

In the event Sponsor cannot convey title to the Unit by reason other than default of the Purchaser, Sponsor's sole liability shall be to return to Purchaser all monies deposited by Purchaser, with interest, if any has been earned thereon.

The Purchase Agreement is contingent upon Sponsor declaring the Plan effective, as described in Part I, Section J of this Plan. If the Plan is abandoned, Purchase Agreements will be cancelled, and all monies held by Sponsor shall be returned to Purchasers, with interest earned thereon, if any.

Purchase Agreements are not assignable without Sponsor's consent, which consent may be withheld for any reason or no reason. In addition, prior to closing of title to a Unit, a Purchaser may not advertise or otherwise offer, promote, or publicize the availability of such Unit for sale or lease. Violations of either of the two foregoing provisions shall be considered defaults under the Purchase Agreement.

Any conflict between the Plan and the Purchase Agreement will be resolved in favor of the Plan.

J. EFFECTIVE DATE

Sponsor may declare the Plan effective when executed Purchase Agreements for 15% of the Residential Units offered under the Plan (*i.e.*, Purchase Agreements for 66 Residential Units) have been accepted by Sponsor, although Sponsor will not be obligated to declare the Plan effective at that time. Sponsor will not be obligated to declare the Plan effective, unless and until Sponsor has received and accepted Purchase Agreements for 80% of the Residential Units offered hereunder.

The Plan will not be declared effective based on Purchase Agreements (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or that has not been waived, or (ii) with any Purchaser who is Sponsor or is a principal of Sponsor or is related to Sponsor or to any principal of Sponsor by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner, except that such a Purchaser may be included in the count to establish effectiveness if Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

Sponsor's declaration of effectiveness may be based on Purchase Agreements entered into with multiple Purchasers, or one or more Purchase Agreements entered into with a single Purchaser acquiring a large number of Units, or on a combination of both types of Purchase Agreements.

Notification of effectiveness will be by amendment to this Plan or by written notice to all Purchasers. If the declaration of effectiveness is communicated by notice, then within ten (10) business days after service of such notice on Purchasers, Sponsor will submit for filing an amendment incorporating the notice of declaration of effectiveness.

The Plan may be abandoned by Sponsor, at its sole option, at any time before Sponsor declares the Plan effective or before Sponsor has received and accepted Purchase Agreements for 80% of the Residential Units offered hereunder. Within ten (10) business days after abandonment, all down payment monies paid by Purchasers who are not then in default under their Purchase Agreements (or who did not previously default under their Purchase Agreements and forfeit their down payments), shall be refunded to them in full with interest, if any has been earned thereon. Sponsor shall promptly submit for filing to the Department of Law a notice of abandonment on Form RS-3, or such other form as may then be required by the Department of Law setting forth the reason for abandonment and disposition of all funds received.

Once Sponsor declares the Plan effective or executed Purchase Agreements for 80% of the Residential Units have been received and accepted by Sponsor, the Plan may not be abandoned for any reason other than (i) title defects which cannot be cured without litigation or which can be cured only by incurring expenditures in excess of $436,325 in the aggregate, or (ii) substantial damage to or destruction of the Building by fire or other casualty which can be cured only by Sponsor incurring expenditures in excess of $436,325 or (iii) a taking of all or any material part of the Property in condemnation proceedings or eminent domain, or (iv) Sponsor cannot obtain the consents necessary for the consummation of the Plan or recording of the Declaration. There will be no obligation of Sponsor to incur any expense or engage in litigation to cure title defects or obtain consents, except as set forth herein.

K. CLOSING OF TITLE TO UNITS

The term "closing of title" (alternately referred to simply as "closing") as used herein means the conveyance of title to a Residential Unit from Sponsor to the Purchaser thereof.

The closing date for each Unit will be set by Sponsor and will be at least ten (10) days after an amendment reflecting that Sponsor has declared the Plan effective has been accepted for filing by the Department of Law and on at least thirty (30) days' prior written notice of closing to Purchaser, unless, however, Purchaser has requested to close on less than said thirty (30) days' notice, in which event Sponsor shall have the right to close earlier. Sponsor shall have the right from time to time to adjourn closing dates set by Sponsor, upon prior notice to Purchasers.

Purchaser shall be given an opportunity to inspect the Unit prior to closing. Any work remaining to be done in the Unit pursuant to the Plan and/or the Purchase Agreement, which Sponsor agrees to complete, shall be itemized on an "Inspection Statement," the form of which is contained in Part II of the Plan, signed by both Sponsor and Purchaser, to be performed after the closing.

If a temporary or permanent certificate of occupancy has been issued for a Unit, the Purchaser will be obligated to accept title to the Unit without abatement of the purchase price or provision for escrow, despite incomplete construction of (i) minor details of the Unit, (ii) other Units, (iii) the Common Elements, or (iv) Limited Common Elements, customarily left incomplete until after occupancy of the Unit.

The First Unit Closing is expected to occur on or about January 2003, concurrently with or after the occurrence of the following events:

1. Issuance of a permanent certificate of occupancy for the Building, or if same has not yet been issued, then at least a temporary certificate of occupancy covering the Unit to be closed or the portion of the Building in which the Unit is located. Delivery by Sponsor of a temporary certificate of occupancy covering the Unit and acceptance of a deed to the Unit by Purchaser shall constitute a presumption that Sponsor has satisfactorily performed those obligations of Sponsor to be performed prior to closing of title to the Unit.

2. Recording or filing, as applicable, of the Declaration, By-laws and Tax Lot Drawings.

3. Discharge, bonding or partial release of liens (if any), affecting the Unit to be closed, pursuant to Section 339-r of the Condominium Act.

4. Service upon Purchaser of a written notice of the closing date at least ten (10) days in advance of closing and provision to Purchaser of an opportunity to inspect the Unit prior to closing.

5. Amendment of the Plan by Sponsor to disclose that Sponsor has declared the Plan effective.

6. Execution of an instrument by Purchaser substantially in the form provided in Part II of the Offering Plan (and delivery of said instrument to Purchaser's title company or attorney for recording), designating the Board of Managers and the Residential Committee as Purchaser's attorney-in-fact, coupled with an interest, for but not limited to the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Unit acquired by the Board of Managers or the Residential Committee in accordance with any of the provisions of the By-laws and for purposes consistent with the implementation of the Offering Plan.

7. Delivery by Sponsor to the Purchaser of the Unit of any manufacturers' warranties (to the extent available) for equipment and appliances installed by Sponsor in the Unit, and the assignment to the Board of Managers of any warranties (to the extent available and assignable) with respect to all equipment and appliances and heating, plumbing and roofing installed in Common Elements.

8. Execution of and delivery by Sponsor to Purchaser of a bargain and sale deed for the Unit with covenant against grantor's acts in proper form for recording, substantially in the form contained in Part II of the Plan, free and clear of all liens and encumbrances except the Permitted Encumbrances. The deed must also be signed by the Purchaser.

9. If ordered by Purchaser, the issuance at closing of a commitment by a title insurance company licensed to do business in New York State, to insure that the Condominium was validly formed pursuant to the Condominium Act and that the Purchaser has good and insurable fee title in the Unit, free and clear of all liens and encumbrances, except for the Permitted Encumbrances and except for any mortgage Purchaser obtains to purchase the Unit, and subject to the provisions of the Declaration and By-laws. See the next section of this Plan for the estimated cost of such title insurance.

Title to a Unit will be conveyed subject to the following exceptions (which are referred to in this Plan as the "***Permitted Encumbrances***"):

(a) Any state of facts an accurate survey of the Property or personal inspection of the Unit and/or Property would show;

(b) All of the terms, covenants and conditions of the Declaration, the By-laws, the Tax Lot Drawings as they are filed or recorded, the Rules and Regulations of the Condominium and the Offering Plan and amendments thereto;

(c) Power of attorney from the Unit Owner to the Board of Managers and the Residential Committee and their successors in office;

(d) All easements set forth in the Declaration and By-laws;

(e) Zoning Lot Ownership Statement, if required by law, ordinance, regulation, zoning resolution or administrative agency, to be recorded in the Office of the City Register and any other declaration or instrument affecting the Property which Sponsor must file to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, New York City Planning Commission, Board of Standards and Appeals, or of any other public agency or authority, applicable to the construction, alteration, repair, demolition or restoration of the Building;

(f) Zoning and other resolutions, regulations and ordinances (and amendments thereto) now or hereafter adopted;

(g) Consents by Sponsor or any former owner of the Property for the erection of structure(s) under or above any street on which the Property abuts;

(h) Standard exceptions contained in the form of title insurance policy then issued by Commonwealth Land Title Insurance Company;

(i) Any encumbrance as to which Commonwealth Land Title Insurance Company (the "***Title Company***") would be willing, in a fee policy, to insure (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien;

(j) Terms, covenants, conditions and easements set forth in deed dated March 30, 1976 by PCTC Trustees to Consolidated Rail Corporation ("***Conrail***") recorded December 15, 1978 in Reel 463 page 1563A, and Correction Conveyance authorized by Order of the Special Court Regional Railway Organization Act of 1973, Misc. No. 75-3(A) dated October 29, 1981 and recorded December 3, 1981 in Reel 594 page 491 and the Release of Easement recorded in Reel 594 page 453.

▸ Purchasers are advised that a fee policy issued by the Title Company to a Unit Owner will insure that the easements set forth in paragraph B-1 of the March 30, 1976 deed (and the Newsprint Easement) have been terminated.

(k) (i) Terms, covenants, reservations, rights and easements set forth in the Indenture by and between the City of New York ("***City***") and the New York Central Railroad ("***Central***") dated July 2, 1929 and recorded August 6, 1929 in Liber 3736 Cp 8.

(ii) Terms, covenants, conditions, reservations, rights and easements set forth in the Indenture by and between the City and Central dated June 10, 1935 and recorded September 9, 1935 in Liber 3909 Cp 289.

▸ Purchasers are advised that a fee title policy issued by the Title Company to a Unit Owner will insure that there is no condition or right of re-entry or other provisions for forfeiture or reversion contained therein under which the insured can be cut off, subordinated or otherwise disturbed.

(l) Terms, conditions, reservations, right of re-entry and reverter ("***Water Grant Conditions***") contained in the Water Grants made by the Mayor, Alderman and Commonalty of the City of New York to Upland Owners of property abutting the high water line of the Hudson River, which Water Grants were recorded in Liber 623 Cp 33, Liber 1103 Cp 396, Liber 1103 Cp 404, Liber 1312 Cp 235, Liber 1103 Cp 411, Liber 621 Cp 489, Liber 1064 Cp 148, Liber 1182 Cp 342, Liber 622 Cp 551, Liber 1068 Cp 116, Liber 1090 Cp 109, Liber 2059 Cp 97, Liber 581 Cp 628 and Liber 616 Cp 477.

▸ Purchasers are advised that a fee policy issued by the Title Company to a Unit Owner will insure that the Water Grant Conditions cannot be enforced against the Land upon which the Unit being purchased by that Unit Owner is built.

(m) (i) Restrictive Declaration made as of 12/17/92 by Penn Yards Associates recorded 1/6/93 in Reel 1934 page 1, as supplemented by letter agreement between Penn Yards Associates and members of Riverside South Planning Commission dated March 31, 1993, as same may be amended from time to time. Said Supplemental Letter Agreement does not affect "Studio" Site pursuant to Letter dated 6/29/94.

(ii) First Modification to Restrictive Declaration made as of October 4, 1994 by Hudson Waterfront Associates, L.P. recorded December 2, 1994 in Reel 2159 page 1096.

(iii) Second Modification to Restrictive Declaration made as of January 9, 1997 by Hudson Waterfront Associates, L.P., recorded February 13, 1997 in Reel 2422, Page 424.

(iv) Third Modification to Restrictive Declaration made as of September 13, 1999 by Hudson Waterfront Associates, L.P. recorded January 7, 2000 in Reel 3026, Page 1983.

▸ Purchasers are advised that a fee policy for a Residential Unit issued by the Title Company will insure that Agreements, declarations, terms, covenants, conditions, rights and/or easements will not interfere with the use and occupancy of the Unit as a residential condominium unit.

(n) Declaration of Public Access Corridor for Private Access Sewer dated 4/9/96 made by Hudson Waterfront Associates I, L.P., recorded on 4/10/1996 in Reel 2312, page 1085 (Affects Riverside Drive).

▸ Purchasers are advised that a fee policy for a Residential Unit issued by the Title Company will insure that Agreements, declarations, terms, covenants, conditions, rights and/or easements will not interfere with the use and occupancy of the Unit as a residential condominium unit.

(o) Declaration of Zoning Lot Restrictions made by Hudson Waterfront Associates I, L.P. and Hudson Waterfront Associates II, L.P., recorded on February 13, 1997 in Reel 2421, Page 2100.

▸ Purchasers are advised that a fee policy for a Residential Unit issued by the Title Company will insure that Agreements, declarations, terms, covenants, conditions, rights and/or easements will not interfere with the use and occupancy of the Unit as a residential condominium unit.

(p) Terms, covenants, easements and provisions of an Agreement between Hudson Waterfront Associates, L.P., et al. and National Railroad Passenger Corporation dated as of August 26, 1997 and recorded on 3/16/98 in Reel 2554, Page 691 (*i.e.*, the "***Amtrak Agreement***"), as same may be amended from time to time.

▸ Purchasers are advised that a fee policy for a Residential Unit issued by the Title Company will insure that Agreements, declarations, terms, covenants, conditions, rights and/or easements will not interfere with the use and occupancy of the Unit as a residential condominium unit.

(q) Terms, covenants and provisions of Amended and Restated Operating Agreement dated as of August 26, 1997, by and among Hudson Waterfront Associates I, L.P., Hudson Waterfront Associates II, L.P., Hudson Waterfront Associates III, L.P., Hudson Waterfront Associates IV, L.P., Hudson Waterfront Associates V, L.P., and Hudson Waterfront Associates, L.P., a memorandum of which was recorded on 3/16/98 in Reel 2554, Page 644, as same may be amended from time to time.

▸ Purchasers are advised that a fee policy for a Residential Unit issued by the Title Company will insure that Agreements, declarations, terms, covenants, conditions, rights and/or easements will not interfere with the use and occupancy of the Unit as a residential condominium unit.

(r) Declaration of Covenants, Conditions and Restrictions of Riverside South Property Owners Association, Inc. dated as of August 26, 1997 made by Riverside South Property Owners Association, Inc., Hudson Waterfront Associates, L.P., Hudson Waterfront Associates I, L.P., Hudson Waterfront Associates II, L.P., Hudson Waterfront Associates III, L.P., Hudson Waterfront Associates IV, L.P. and Hudson Waterfront Associates V, L.P. and recorded on 3/16/98 in Reel 2554, page 552, as same may be amended from time to time.

▸ Purchasers are advised that a fee policy for a Residential Unit issued by the Title Company will insure that Agreements, declarations, terms, covenants, conditions, rights and/or easements will not interfere with the use and occupancy of the Unit as a residential condominium unit.

(s) Mapping Agreement dated as of May 27, 1998 and recorded in the City Register's office on August 31, 1998 in Reel 2693, Page 1897, as same may be amended from time to time.

With respect to the Mapping Agreement:

(i) Waiver and Subordination Agreement recorded on August 31, 1998 in Reel 2693, Page 1883 by Hong Kong and Shanghai Banking Corporation Limited, as Administrative Agent, mortgagee; and

(ii) Waiver and Subordination Agreement recorded on August 31, 1998 in Reel 2693, Page 2123 by Ackerly Trading Corp. et al, mortgagees.

▸ Purchasers are advised that a fee policy for a Residential Unit issued by the Title Company will insure that Agreements, declarations, terms, covenants, conditions, rights and/or easements will not interfere with the use and occupancy of the Unit as a residential condominium unit.

(t) All other covenants, restrictions, easements and agreements recorded against the Unit or the Property before and after execution of the Purchase Agreement.

10. Payment by Purchaser of all closing adjustments and closing expenses and costs, including but not limited to those described in the next section of the Plan.

L. CLOSING COSTS AND ADJUSTMENTS

At closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay. Estimates for title expenses are provided by Commonwealth Land Title Insurance Company (the "***Title Company***"), and are based (as are all of the following items), on current rates and charges which are subject to change without prior notice:

1. ***Title Insurance***

(a) If a Purchaser of a Residential Unit elects to obtain fee title insurance, Purchaser will pay the premium therefor which will vary depending upon the purchase price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Title insurance rates are set by the New York Board of Title Underwriters and filed with the New York State Department of Insurance. The insurance rates quoted are those in effect as of July 2000 and are subject to any increase approved by the New York State Department of Insurance.

(b) The current rate for fee title insurance alone (*i.e.*, no mortgage title insurance) is (a) for fee policies of $100,000 up to and including $500,000, $485 for the first $100,000 of the purchase price and approximately $2.82 for each additional $1,000 dollars or fraction thereof up to and including $500,000, (b) for fee policies of more than $500,000 up to and including $1,000,000, $1,613 for the first $500,000 of purchase price and approximately $2.58 for each additional $1,000 dollars or fraction thereof up to and including $1,000,000, and (c) for fee policies over $1,000,000, $2,903 for the first $1,000,000 of purchase price and approximately $2.37 for each additional $1,000 or fraction thereof. Thus the cost of a policy of fee title insurance alone for a Unit priced at $800,000, would be $2,387 based on current rates.

(c) The current rate for mortgage title insurance issued simultaneously with a policy for fee title insurance (which mortgage title insurance likely will be required if Purchaser is obtaining a mortgage loan to finance the purchase) is (a) for policies of $100,000 up to and including $500,000, $137 for the first $100,000 and $.71 for each additional $1,000 or fraction thereof up to and including $500,000, (b) for policies over $500,000 up to and including $1,000,000, $421 for the first $500,000 and $.64 for each additional $1,000, or fraction thereof up to and including $1,000,000, and (c) for policies over $1,000,000, $741 for the first $1,000,000 and $.60 for each additional $1,000 over $1,000,000.

(d) As an example of how the foregoing rates would be applied, consider the following: If a Purchaser of a Residential Unit priced at $800,000 obtained a mortgage loan of $640,000, the mortgage title insurance would cost $511 ($137 for the first $100,000 plus $.71 for each additional $1,000 up to $500,000 ($284) and $.64 per $1,000 up to $640,000 ($90)) and fee title insurance would cost $2,387 ($1,613 for the first $500,000 plus $2.58 for each additional $1,000 up to and including $1,000,000 ($774), resulting in a total expenditure of $2,898 for mortgage and fee title insurance.

(e) Sponsor makes no representation regarding insurance available from insurers other than from Commonwealth Land Title Insurance Company, 655 Third Avenue, New York, New York 10017. Purchasers may order title insurance through Commonwealth by contacting William N. Deatly at (212) 949-0100, ext. 6208. If a Purchaser elects to obtain title insurance through an abstract company (regardless of the title company through which the abstract company is insuring) or through a title company other than Commonwealth Land Title Insurance Company or First American Title Insurance Company of New York, Purchaser shall be obligated to pay Sponsor's counsel at closing an additional legal fee in the amount of $350 for the cost of clearing title to the Unit with such abstract company or other title company.

(f) Purchasers are advised that the quoted rates for title insurance in this section are issued by Commonwealth Land Title Insurance Company, and are discounted from usual rates because the existing title insurance on the property is "prior eligible insurance" enabling purchasers of condominium units from the original seller (*i.e.*, from Sponsor), to receive a discount on their unit owner's title policy.

(g) Purchasers also are advised that Sponsor may enter into an escrow agreement with Commonwealth Land Title Insurance Company pursuant to which Commonwealth shall be authorized and designated by Sponsor and Sponsor's construction lender to receive, at the closing of sale of each Unit, the agreed release payment for the Unit (out of the proceeds of sale of the Unit), and upon receipt of such release payment to file the UCC-3 termination statement and record the partial release of lien for that Unit. It is anticipated that Sponsor's construction lender will deliver partial releases and UCC-3 termination statements to Commonwealth in escrow pending, and in anticipation of, each Unit closing. If such agreement with Commonwealth is made, release documents will not be delivered to Purchaser's title company (if other than Commonwealth) for recording and filing.

2. ***Recording Fees***

Purchaser will be required to pay fees for recording the Unit deed, the power of attorney in favor of the Board of Managers, and any mortgage Purchaser obtains to finance the purchase of the Unit. Purchaser also shall be required to pay the fees for recording the partial release of mortgage and UCC-3 termination statement related to the construction financing on the Property and any other documents Sponsor is required to file or record to convey title free and clear of liens and encumbrances. The current recording fees are $17 per document plus $5 per page and a $10 service charge for each instrument recorded (other than for insured instruments for which there is no service charge).

3. ***Transfer Taxes***

(a) Under the Purchase Agreement, Purchaser will be required to pay the New York State Real Estate Transfer Tax applicable to the transaction (the "***State Transfer Tax***"). The State Transfer Tax currently is $2.00 per $500, or fractional portion thereof, of the purchase price. As of the date of this Plan, the State of New York imposes no administrative fee with respect to filing New York State Form TP-584 in connection with the State Transfer Tax. However, Purchasers will be obligated to pay any such administrative fee or other filing charge as the State of New York may impose in the future with respect to such filing.

(b) (i) Under the Purchase Agreement, Purchaser also will be required to pay the New York City Real Property Transfer Tax (the "***RPT Tax***") applicable to the transaction. The RPT Tax rate currently is 1% of the purchase price for individual residential condominium units priced at $500,000 or less and 1.425% of the purchase price for individual residential condominium units priced at more than $500,000. Purchaser shall also be required to pay the $25 administrative charge for filing the RPT Tax Return (and any other administrative fee or filing charges as the City of New York may impose).

(ii) Purchasers are advised that the City of New York Department of Finance takes the position that if more than one residential condominium unit is purchased simultaneously by the same purchaser, the transaction is no longer the sale of an "individual" residential unit, which characterization is a prerequisite to the application of the tax rates described in the previous paragraph, and instead, higher RPT Tax rates apply. Accordingly, the City of New York takes the position that when more than one residential condominium unit is purchased simultaneously by the same purchaser, the above tax rates for individual residential condominium units no longer apply and the applicable rates are 1.425% for purchases with an aggregate price of $500,000 or less, and 2.625% for purchases with an aggregate price in excess of $500,000. In addition, it is possible that the City of New York could assert that the purchase prices for the Units being

purchased must be aggregated together when more than one Residential Unit is purchased simultaneously by the same purchaser, which aggregation could affect the tax rate.

(iii) Purchasers are further advised that the Department of Finance of the City of New York has advised Sponsor verbally that it is the City's position and policy that the sale of a storage unit in a condominium project will not be treated for RPT Tax purposes as the sale of a residential condominium unit, but instead will be treated as a separate sale of commercial property. The Department of Finance has advised that this is its position even when ownership of a storage unit in the condominium is restricted pursuant to the offering plan, condominium declaration and/or by-laws, only to parties who also own a residential unit in the condominium. In view of the foregoing position of the City of New York, it is Sponsor's understanding that the non-residential RPT Tax rates will apply to the sale of Storage Units under the Plan. Where the consideration paid for the Storage Unit is $500,000 or less, the applicable rate is 1.425%. ***However, where the consideration for the purchase of any real property is $25,000 or less, as will generally be the case with respect to individual Storage Units offered under this Plan, the transaction currently is not subject to RPT Tax.*** However, even if the transaction is not subject to RPT Tax, the RPT Tax Return must be completed and filed in conjunction with recording the deed for the property being conveyed. Thus, in the event Purchaser purchases a Storage Unit, Sponsor will convey the Storage Unit to Purchaser by deed in addition to the deed for the Residential Unit, and Purchaser will be required to complete a separate Storage Unit RPT Tax Return and pay the filing fee for that RPT Tax Return even if there is no RPT Tax due in connection with the sale of the Storage Unit.

(c) Without a contract provision making purchasers responsible for payment of the State Transfer Tax and the RPT Tax (collectively the "***Transfer Taxes***") payment of the Transfer Taxes ordinarily is the obligation of a seller. New York City and New York State take the position that where a contract of sale for real property provides, as does the Purchase Agreement, that the purchaser pays the Transfer Taxes, the purchase price for the Unit is that much higher than the amount stated in the contract itself. The State Transfer Tax and the RPT Tax have thus been calculated by New York City and New York State in situations where a purchaser pays the Transfer Taxes, first by computing the RPT Tax and the State Transfer Tax on the purchase price listed in the contract of sale, and then adding this aggregate tax amount to the purchase price listed in the contract of sale to derive a "grossed up" purchase price. The RPT Tax and State Transfer Tax are then recalculated based upon this "grossed up" purchase price. Purchasers accordingly will be obligated to pay the RPT Tax and the State Transfer Tax calculated pursuant to this "grossing up" procedure, and also will be obligated to pay the RPT Tax at such higher rate as may be applicable when and if Purchaser is purchasing two or more Residential Units simultaneously.

(d) The foregoing discussion is not a representation or warranty that New York State and/or New York City will continue to compute the Transfer Taxes owed them by use of the policies, practices, formulas or rates described above, or that Sponsor will so compute the Transfer Taxes.

4. ***Mansion Tax***

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers in an amount equal to 1% of the consideration for a Residential Unit where the consideration for the Unit is $1,000,000 or more (the "***Mansion Tax***"). **PURCHASERS ARE FURTHER ADVISED THAT THE NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE TAKES THE POSITION, WHICH POSITION HAS BEEN COMMUNICATED VERBALLY TO SPONSOR, THAT IF A PURCHASER IS BUYING A RESIDENTIAL UNIT AND A STORAGE UNIT SIMULTANEOUSLY, AND IF OWNERSHIP OF A STORAGE UNIT IS RESTRICTED PURSUANT TO THE OFFERING PLAN AND CONDOMINIUM DOCUMENTS TO A PARTY WHO ALSO OWNS A RESIDENTIAL UNIT IN THE BUILDING, THEN THE PURCHASE PRICE FOR THE STORAGE UNIT MUST BE AGGREGATED WITH THE PURCHASE PRICE FOR THE**

RESIDENTIAL UNIT IN DETERMINING CONSIDERATION FOR THE PURPOSE OF CALCULATING THE MANSION TAX. PURCHASERS ARE ADVISED THAT NEW YORK STATE ALSO TAKES THE POSITION FOR PURPOSES OF THE MANSION TAX, THAT CONSIDERATION INCLUDES NOT ONLY THE PURCHASE PRICE FOR THE RESIDENTIAL UNIT (AND STORAGE UNIT, IF APPLICABLE) LISTED IN THE PURCHASE AGREEMENT, BUT ALSO THE AGGREGATE OF ANY TRANSFER TAXES PAYABLE BY PURCHASER UNDER THE PURCHASE AGREEMENT. THUS, FOR INSTANCE, A RESIDENTIAL UNIT PRICED AT $985,000 UNDER A PURCHASE AGREEMENT WHERE A PURCHASER PAYS THE TRANSFER TAXES, WOULD SUBJECT THE PURCHASER TO LIABILITY FOR THE MANSION TAX AS THE AGGREGATE OF THE PURCHASE PRICE PLUS THE TRANSFER TAXES WOULD EXCEED $1 MILLION. Purchasers of Residential Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1 million or more, thus will be obligated to pay the Mansion Tax at closing. The foregoing discussion is not a representation or warranty that New York State will continue to compute the Mansion Tax owed to it in accordance with the foregoing policies, practices, formulas or rates.

5. ***Mortgage-Related Costs***

(a) Purchasers obtaining mortgage loans to finance their purchase are advised that they will be responsible for the payment of all closing costs and expenses in connection with their mortgage in amounts determined by the lender. These costs customarily include, among others, origination fees or "points," commitment fees, fees for credit checks, mortgage title insurance, bank attorneys' fees and appraisal fees.

(b) Purchasers obtaining mortgage loans also will be obligated to pay mortgage recording tax. The mortgage recording tax rate currently is 2% of the mortgage amount for mortgages of $500,000 or less, and 2.125% of the mortgage amount for mortgages in excess of $500,000. The borrower under a mortgage for a residential condominium unit is entitled to a $25 deduction for the first $10,000 of the mortgage amount.

(c) A Purchaser obtaining a mortgage loan may be entitled, pursuant to Section 339-ee(2) of the Condominium Act, to a credit against a portion of the mortgage recording tax that Purchaser ordinarily would be required to pay upon the recording of Purchaser's mortgage. Purchaser will be required to pay to Sponsor an amount equal to the amount of credit Purchaser receives. This payment to Sponsor is to reimburse Sponsor for mortgage tax previously paid on mortgages encumbering the Property, which prior payment is the basis for Purchaser's credit. Purchaser's credit will be equal to the product of the Unit's Common Interest multiplied by the mortgage tax previously paid on the Property. Purchaser shall not be required to pay more than the amount of mortgage tax Purchaser would have paid absent the statutory credit. That is, the aggregate of the amount to be reimbursed by Purchaser to Sponsor plus the reduced amount of mortgage tax to be paid by Purchaser (i.e., the portion of the mortgage tax for which statutory credit is not available), will not exceed the amount that Purchaser otherwise would have been required to pay as the full unabated mortgage recording tax.

(d) Purchasers are advised that if Units are not separately assessed for real estate taxes for the then current tax year as of Purchaser's closing date, the Board of Managers will collect escrows for real estate taxes in accordance with the procedures discussed in Paragraph 6 of this Section L. If Purchaser's lender nevertheless requires that Purchaser deposit real estate tax escrows with the lender, Purchaser will be in the position of making double escrow deposits, since the Board of Managers will not waive this requirement under the Plan.

6. ***Adjustments for Common Charges and Real Estate Taxes***

(a) All real estate taxes and Common Charges attributable to a Unit paid by Sponsor for any period of time during which the Unit Owner will own the Unit, shall be adjusted between Sponsor and Purchaser as of the closing date. If a closing occurs after the 15th day of the month, Purchaser may be required to pay the Common Charges for the next month at the closing as well. If Purchaser is in possession of a Unit under an interim lease or other occupancy agreement, rent or other occupancy fee also will be adjusted as of the closing date.

(b) If a Residential Unit closes during the 2002/2003 tax year, and if the Unit has not been separately assessed for real estate taxes for the 2002/2003 tax year by that Unit's closing date, the adjustment for real estate taxes will be based on an estimated "assessment" obtained by multiplying the portion of the total Property assessment attributable to the Residential Area by the ratio that each Unit's offering price, as set forth in Schedule A in this Offering Plan, bears to the aggregate offering prices for all Residential Units offered under this Plan, and multiplying that "assessment" by the then current tax rate. If the Unit closes in the 2003/2004 tax year, and if the Unit has not been separately assessed for the 2003/2004 tax year by the closing date, the adjustment will be estimated and collected in the same manner as for 2002/2003 using the 2003/2004 assessed value and 2003/2004 tax rate.

(c) If separate assessments have not been made prior to the closing of title to a Unit, the Board of Managers will collect from each Purchaser at closing, and will place in escrow, an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (*i.e.*, for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, the Board of Managers shall collect at closing Purchaser's proportionate share of taxes for the upcoming half as described above. With respect to the balance of the estimated taxes, the Board shall collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate (or a higher tax rate to hedge against a possible increase in rate at the beginning of a new tax year, if the new rate has not yet been set). The Board of Managers will pay all taxes allocable to Units not owned by Sponsor, at the time such taxes are due, from the escrow account.

(d) If the actual taxes due for any period for which the Board of Managers collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Purchasers for their proportionate share of any necessary reimbursement, as a special assessment. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges. If the actual taxes due are lower than the amount collected and held in escrow by the Board of Managers, the Board shall pay the tax bill and return to Purchasers their proportionate share of any excess. At such time as the Unit is separately assessed, the Unit Owner will pay taxes directly to the taxing authority. Thus, if the Units are separately assessed with payments to commence during a period for which the Board of Managers holds escrow funds, the Board will return the funds to each Owner and the Owner will pay said Unit Owner's own tax bill.

7. ***Closing Counsel Fees***

Sponsor's closing counsel will coordinate, prepare for, and attend Unit closings on behalf of Sponsor. Each Purchaser shall make a payment toward Sponsor's closing fees to Sponsor's closing counsel, for each Unit purchased, in accordance with the following schedule:

(a) $750 basic closing fee if the closing is held at the offices of Robinson Silverman Pearce Aronsohn & Berman LLP, 1290 Avenue of the Americas, New York, New York 10104 (or at the offices of such other closing counsel in Manhattan as may be engaged by Sponsor); plus

(b) $150 travel fee if Purchaser closes at a location in Manhattan other than at the offices of Sponsor's closing counsel (closings may not be scheduled to occur outside the Borough of Manhattan); plus

(c) $300 if Purchaser closes later than the date and time scheduled for closing pursuant to the Purchase Agreement; plus

(d) $350 if Purchaser obtains title insurance through an abstract company (regardless of the title company through which the abstract company is insuring) or through a title company other than Commonwealth Land Title Insurance Company or First American Title Insurance Company of New York.

The costs in 7(a) - (d) are cumulative to the extent applicable to an individual closing.

8. ***Working Capital Contribution***

Purchaser shall also be required to pay at closing an amount equal to two months' Residential Common Charges attributable to each Residential Unit being purchased, as a contribution to the Working Capital Fund. This fund shall be used to pay for items in the Residential Area budget which will be payable prior to the time that sufficient monthly Residential Common Charges have accrued to pay these items, as described in Part I, Section R of the Plan. Working Capital Contributions shall not be required with respect to purchases of Storage Units.

9. ***Professional Fees***

Purchaser shall have sole responsibility for payment of all professionals, including attorneys, engaged or retained by Purchaser.

10. ***Reimbursement of Insurance Costs***

Each Purchaser will be obligated to reimburse Sponsor at Purchaser's closing, Purchaser's pro-rata share of the Condominium's insurance policy (as described in the Notes to Schedule B) for the first year of Condominium operation, the premium for which will be paid by Sponsor prior to the First Unit Closing. The amount of reimbursement will be based on the Unit's Common Interest, and will vary based on the date of closing. The actual reimbursement will be determined by multiplying the amount paid for the premium by the Unit's Common Interest, and then multiplying the resulting per diem rate by the number of days remaining in the applicable covered period.

11. ***Penalties for Delay***

If Purchaser is not ready to close on the closing date scheduled by Sponsor pursuant to the Plan (the "***Original Scheduled Closing Date***"), any adjournment of the closing granted by Sponsor at Purchaser's request will, at Sponsor's discretion, be on the condition that (i) all adjustments required to be made at closing will be made as of the Original Scheduled Closing Date, and (ii) Purchaser shall pay Sponsor at closing, by unendorsed personal certified or bank check drawn on a bank that is a member of the New York Clearinghouse Association, an amount derived by (a) multiplying the purchase price for the Unit by 14%, (b) dividing that product by 365, and (c) multiplying the resulting amount by the number of days the closing is delayed, beginning with the Original Scheduled Closing Date and ending with the actual closing

date. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the closing date. However, the provisions shall apply to any postponements by Purchaser of an agreed-upon adjourned closing date. Sponsor reserves the right to waive any or all of the provisions of this paragraph.

12. ***Example of Closing Costs Analysis***

The following is an illustration of the type and estimated amounts of closing costs an all-cash Purchaser might expect to pay in connection with a purchase of Unit 4F under this Plan. All amounts are subject to change.

Purchase Price	$	805,000	
Fee Title Insurance	$	2,400	
State Transfer Tax	$	3,280*	
RPT Tax (including $25 filing fee)	$	11,705*	
Mansion Tax	$	N/A	
Recording Fees	$	200	(estimated)
Working Capital Contribution	$	1,824	
Insurance Reimbursement	$	362	(assuming full 12-month reimbursement)
Sponsor Legal Fee	$	750	

If the Purchaser in the foregoing illustration obtained a purchase money mortgage loan, Purchaser also would incur mortgage-related costs described earlier in this section of the Plan. Each Purchaser also will incur legal fees for Purchaser's own attorney. These sets of fees vary widely based on different lenders and circumstances, and thus are not estimated above.

The entire contents of this Section L as same may be revised or amended, shall be deemed incorporated in the Purchase Agreement for each Unit.

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* This amount is based on the "grossed-up" consideration described in Section 3 above with respect to Transfer Taxes.

M. RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor shall have the following rights and obligations under this Plan.

1. Generally

(a) Sponsor anticipates closing on a construction loan to finance construction of the project, which, together with other funds to which Sponsor has access, Sponsor believes will be sufficient to complete construction of the Condominium. Before the First Unit Closing under this Plan, all liens and mortgages affecting the Unit, if any, shall be paid, bonded or satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by a release instrument to be recorded prior to recordation of the deed to the Unit.

(b) Sponsor shall complete the Condominium in substantial accordance with the Plans and Specifications, subject to Sponsor's right to substitute appliances, fixtures, equipment or materials of substantially equal or better quality for those described in the Plans and Specifications, and to make modifications in layout or design. Any of the foregoing substitutions or modifications may be made without prior notice or amendment to the Plan. Sponsor will not substitute appliances, fixtures, equipment or materials of lesser quality than those specified in the Plans and Specifications. Sponsor will not change the size, number or location of Units, their respective percentage of interest in the Common Elements, or the amount or quality of Common Elements, except as more specifically provided in "Changes in Prices, and Units" in Part I, Section H.

(c) Prior to the First Unit Closing under this Plan, Sponsor shall have satisfied its obligations under the Restrictive Declaration with respect to obtaining a temporary or permanent certificate of occupancy, and shall in any event have obtained at least a partial temporary certificate of occupancy covering the Unit to be closed. If Sponsor has closed title to the first Residential Unit on a temporary certificate of occupancy, Sponsor shall attempt to obtain a permanent certificate of occupancy within two (2) years after closing of title to the first Residential Unit, subject, however, to construction delays caused by weather, strikes, lockouts, acts of god, shortages of or inability to obtain, materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements, actions by Unit Owners or tenants of Unit Owners, or any other cause over which Sponsor has no control, but in any event, before expiration of applicable partial or temporary certificates of occupancy, as same may be renewed, replaced or extended.

(d) In the event any closing of title to a Residential Unit occurs after issuance of a temporary certificate of occupancy covering the Unit but before the issuance of a permanent Certificate of Occupancy covering the Unit, an amount equal to 10% of the down payment received from the Purchaser of said Unit shall continue to be held in the Escrow Account, unless Sponsor's engineer or architect certifies that no additional funds beyond those provided for and yet to be disbursed pursuant to the construction loan for the project will be necessary to complete the work needed to obtain a permanent Certificate of Occupancy as concerns the Unit, in which case the down payment may be released to Sponsor from the Escrow Account on the Unit closing date. If Sponsor does not have sufficient funds available (based on the architect's certification), through the undisbursed balance of the construction loan, retainage or otherwise, then in lieu of retaining 10% of the purchase price in escrow, Sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by the architect to be necessary to obtain the permanent certificate of occupancy for the Unit. In the event Sponsor desires to post a bond pursuant to this paragraph, prior to posting such bond Sponsor will file an amendment to the Plan disclosing same. It should be noted that this paragraph is inserted pursuant to law and regulation and is subject to change in case of revision or amendment to such law and/or regulation.

(e) Sponsor will pay all contractors, subcontractors, and materialmen and all others involved in the construction of the Condominium who are engaged by Sponsor, for authorized work performed and authorized fixtures, material and equipment supplied to or installed in the Condominium and will cause all mechanics' liens arising out of Sponsor's construction of the Condominium or the furnishing or installation of fixtures or equipment, to be discharged, bonded or otherwise handled so as not to encumber Purchaser's title, promptly after Sponsor has received actual notice that any such liens are filed.

(f) Sponsor shall not be liable for or obligated to defend any suits or claims with respect to any Unit arising out of any occurrence taking place on or after the date of closing of title to such Unit or the leasing thereof to any Purchaser, or with respect to the Common Elements, arising out of any occurrence taking place on or after the date of recording the Declaration, or to indemnify the Board of Managers or Unit Owners, except with respect to claims arising out of the acts, omissions or representations of Sponsor, as limited in this Plan.

(g) Obligations pursuant to General Business Law Article 23-A, if any, which are required to survive delivery of the deed to a Purchaser, and those obligations of Sponsor set forth in this section which are to be performed subsequent to closing, if any, shall survive delivery of the deed.

(h) Sponsor shall deliver a set of "as-built" plans to the Board of Managers at the time Sponsor surrenders control of the Board of Managers.

(i) Sponsor will pay all Common Charges for Units it owns (once Common Charges are assessed as described below), as well as assessments that may be imposed by the Board of Managers on Units for Units Sponsor owns, and real estate taxes attributable to Units Sponsor owns, while Sponsor owns these Units. Sponsor represents it has the financial resources to meet its obligation with respect to Units it owns and expects to fund its obligations from sales proceeds and/or reserves Sponsor maintains for these purposes. However, no bond or other security has been furnished to secure Sponsor's obligations under this Offering Plan, including but not limited to Sponsor's obligations to pay Common Charges or real estate taxes for Units it owns or to complete construction after the First Unit Closing and obtain a permanent certificate of occupancy. All obligations of Sponsor pertaining to the General or Limited Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners.

(j) Once the Board of Managers has made a determination to assess and collect General Common Charges (which point may arise after the first Residential Unit closing under this Plan, in the sole discretion of the Board of Managers as set forth in the By-laws), Sponsor shall pay all General Common Charges and special assessments with respect to Units owned by Sponsor, until these Units are sold to Purchasers. However, the Board of Managers in its sole discretion shall have the right to waive Unit Owners' obligations to pay General Common Charges for a period of time determined by the Board of Managers, and accordingly to commence collection of General Common Charges at a later date than the first Residential Unit closing, provided Sponsor agrees to pay the balance of the basic operating costs of the Condominium (exclusive of reserves) remaining after application of the Working Capital Fund to pay such costs during this period. The Residential Committee and the Non-Residential Representative shall have the right to waive Residential Unit Owners' and Non-Residential Unit Owners' obligations for Residential and Non-Residential Common Charges, respectively, for such period as Sponsor is paying the balance of the basic operating costs of the Condominium remaining after application of the Working Capital Fund to pay these costs. Sponsor shall become responsible for all Common Charges assessed against Units owned by it only from and after the date the Board determines to commence collection of General Common Charges.

(k) Sponsor shall cause the Board of Managers to procure, by the first Residential Unit closing, the insurance described in Schedule B of this Plan, and otherwise required by the By-laws.

(l) Sponsor agrees to keep copies of the Plan, exhibits and documents referred to in the Plan on file at Sponsor's office or at another designated place for six years from the date the Offering Plan is accepted for filing by the Attorney General.

(m) Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder. Sponsor will use reasonable efforts so as not to interfere with a Unit Owner's reasonable use of said Owner's Unit during any work period. However, there may be a temporary limitation as to use of the Unit and/or public areas. Sponsor's reservation and rights shall include, but not be limited to:

(i) The right to maintain a Sales Office and other general and sales and leasing office(s) and personnel on the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or leased Units, for Units at the Building and for apartments or other spaces at other buildings in Riverside, to prospective purchasers or lessees; and

(ii) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work.

With respect to the right reserved in subparagraph (m)(i) above, it is expressly provided and understood that Sponsor and its agents, employees, contractors and affiliates, shall have the right to use portions of the Building (including Common Elements) as construction, sales and promotion offices and for other purposes related to completion of construction of the Building and the sale (and possible leasing) of Units therein and the sale and leasing of spaces at other buildings within Riverside. Such right to use said facilities for such purposes shall continue until the last Residential Unit is sold and closed. Neither the Board of Managers nor the Residential Committee may enact rules or regulations, or perform other acts, or make any other provisions, that would interfere with the rights of Sponsor and its agents, employees, contractors and affiliates, in this paragraph. Such rights shall inure to the benefit of Sponsor's successors.

(n) A registered architect or licensed professional engineer shall certify that the Tax Lot Drawings filed with the Declaration are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of the Building.

(o) Sponsor shall not be obligated to correct or cause to be corrected any latent or patent defects in construction of a Residential Unit, Storage Unit or the Common Elements, or in the installation or operation of any mechanical equipment therein. However, in the event correction of a defect is covered under any guaranty or warranty given to Sponsor by the construction consultant, general contractor or construction manager (collectively the "***General Contractor***") engaged by Sponsor to complete construction of the Building (or by any contractor or subcontractor engaged by the General Contractor or Sponsor), Sponsor may, but shall not be obligated to, apply to the General Contractor to correct the defect. In order for Sponsor to consider bringing the defect to the attention of the General Contractor, Sponsor must be notified in writing (i) by the Unit Owner to whom Sponsor sold a Residential Unit, within three (3) months following the closing of the sale of the Unit to the Unit Owner if the defect concerns that Residential (or Storage) Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within three (3) months after the commencement date of the interim lease), or (ii) by the Board of Managers,

within the 6-month period following the first Residential Unit closing, if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. In no event, however, shall Sponsor be obligated to compel, or to take action to compel, the General Contractor (or any contractor or subcontractor) to perform under any guaranty or warranty given by it in connection with work performed at the Property.

Sponsor and/or its General Contractor, and/or the pertinent contractor or subcontractor, in its or their sole discretion, shall select the method of correcting any defect to be corrected under this subparagraph (o). On three (3) days' notice from Sponsor and/or its General Contractor, and/or the pertinent contractor or subcontractor, the Unit Owner, Purchaser or the Board of Managers, as applicable, shall allow Sponsor, Sponsor's contractors, agents or licensees and/or the Managing Agent access to the Unit or area in question on any weekday to inspect and/or correct such defect. The quality of construction shall be comparable to local construction standards customary in the particular trade in question and in accordance with the Plans and Specifications.

Sponsor shall be deemed to have discharged any commitment it may have made or be deemed to have made with respect to curing defects, if (i) Sponsor is not notified of the defect, or (ii) the Unit Owner, Purchaser or Board, as applicable, prevents Sponsor, Sponsor's contractors, agents or licensees and/or the Managing Agent access to the Building and/or the Unit where corrective work has been requested, or (iii) Sponsor shall have corrected or caused to be corrected the defect in accordance with the practice of the industry as said practice is determined by Sponsor's General Contractor or architect or engineer, in its sole discretion.

Notwithstanding the foregoing, Sponsor shall not be responsible for correcting or repairing any defects in construction or defects in the installation or operation of any appliances (including, without limitation, kitchen appliances and washers and dryers), equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from manufacturers, contractors, materialmen, or others, are assigned to either a Unit Owner, the Residential Committee or the Board of Managers. Also, Sponsor's undertaking to correct defects as described above, runs only to Unit Owners who have purchased a Unit from Sponsor. It does not run to Owners who purchased Units on resale by other Unit Owners.

In addition, in no event shall Sponsor be responsible for any condition resulting from normal wear and tear or natural deterioration or from the normal shifting or settling of the Building, or for any defects of insubstantial nature, including but not limited to partial or total death of any landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking due to weather, door warpage, tile, marble and granite grouting, separation in joints of tile, marble or wood flooring, floor levels, ceiling imperfections, painting defects, alignment of bathroom finishes, air infiltration from windows, any consequential damage resulting from settlement or normal plumbing, heating and air conditioning noises, or carpet discoloration and stretching. In addition, Sponsor shall not be responsible for paint touch-ups, or for repair of chips, mars, breaks or other defects in window sashes, electric fixtures, interior painted surfaces, sinks, tubs, bowls, bidets (if any), cabinets, countertops, vanity tops and bases, doors, mirrors, hardware, flooring or appliance cabinets, unless notified of any such defect therein prior to closing of title to the Unit in question or the leasing of the Unit to the Purchaser thereof and Sponsor agreed to repair such items. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Nothing contained herein shall be construed to render Sponsor liable for consequential damages, whether based on negligence, breach of contract, warranty or otherwise (except as Sponsor may be liable for by law).

Except as set forth herein, Sponsor has no obligation to correct or repair any defect or condition in any Unit, the Common Elements, or the Building or in any installation, apparatus, fixture or

appurtenance. The foregoing provisions set forth Sponsor's entire responsibility with respect to corrections and repairs and none other shall be implied.

Notwithstanding anything to the contrary in the foregoing discussion, both Unit Owners and the Board of Managers shall be obligated to permit Sponsor and its contractors and agents access to Units and the Common Elements at the request of Sponsor and/or its contractors and agents, in order for Sponsor to complete construction in accordance with this Plan.

(p) Sponsor will deliver to the Purchaser upon the closing of title and will assign or deliver to the Board of Managers upon the recording of the Declaration, as applicable, assignable warranties, if any, of manufacturers and subcontractors relating to heating, electrical work, plumbing, and appliances, as well as bonds relating to the Unit or the Common Elements respectively, if any. Sponsor undertakes to do the above only to the extent that warranties are actually made by such manufacturers and subcontractors and only to the extent such warranties and bonds are available and/or assignable.

(q) Sponsor will pay or cause to be paid all expenses in connection with the sale of Units owned by Sponsor (except for costs specifically made payable by Purchasers under this Plan), and will pay all selling expenses including, but not limited to, advertising and printing costs, architect and engineering fees, and costs of filing this Plan and amendments thereto.

(r) Sponsor reserves the right, without amendment to the Plan, to negotiate the price of a Unit, aspects of the transaction related to price, any other terms of the Plan or Purchase Agreement, any obligation of a Purchaser and every other aspect of the transaction. Notwithstanding the foregoing, Sponsor may not negotiate a price for a Unit higher than the price for that Unit contained in the Plan or in an amendment to the Plan, it being understood that prices may be increased only by amendment to the Plan and not by negotiation. Disclosure of the fact that modification of a Purchase Agreement or the price of a Unit may be requested by a Purchaser or various aspects of the sale may be the subject of negotiation does not mean that any of them, or any other particular item, except as is otherwise specifically disclosed, is actually being offered to any particular Purchaser, and Sponsor shall not be obligated to alter the terms of sale or to impose any such obligation on itself as to a particular Purchaser, whether or not it makes such allowances to any other Purchaser or Purchasers. The negotiation of such terms shall be on a case-by-case basis in Sponsor's sole discretion and without amendment to the Plan. In accordance with the foregoing, it should be understood that there is no obligation for any particular item to be negotiated or granted to any particular Purchaser, and that Purchasers purchasing similar interests may pay different amounts or receive different terms with respect to the transaction.

(s) In the event of (i) dissolution or liquidation of Sponsor while Sponsor still owns Units that are being offered under this Plan, or (ii) transfer by Sponsor of ten (10) or more Units or twenty percent (20%) or more of the total Units in the Condominium (whichever is less), to be offered by such transferee under the Plan, Sponsor will provide one or more financially responsible entities or individuals who will assume the status and obligations of Sponsor for those Units transferred by Sponsor, under the Offering Plan and under applicable law and regulation. By "financially responsible" Sponsor understands the regulations promulgated by the Department of Law to mean a party who would satisfy the financial requirements imposed on sponsors by Article 23-A of the General Business Law and the regulations of the Department of Law.

(t) (i) As described above, West 71st Street as same extends into the area of Riverside, is a street that is not yet built and will be constructed simultaneously with construction of the Building. However, West 71st Street is not and will not be a public street, but instead is part of the 71st Street Public Access Area and as such, is to be owned by the Property Owners Association. Sponsor will construct a portion of the 71st Street Public Access Area (i.e., all but a 5-foot band of sidewalk adjacent to

the building to be constructed on Parcel A), in conjunction with the construction of the Building. Upon completion of the 71st Street Public Access Area, a Public Access Easement across the 71st Street Public Access Area is to be granted by the Property Owners Association. Once all or a portion of the 71st Street Public Access Area is conveyed to the Property Owners Association, initially Sponsor, as the Owner of Parcel B and subsequently, upon establishment of the Condominium, the Board of Managers of the Condominium, together with the Owner of Parcel A, will be responsible for the maintenance and repair of the 71st Street Public Access Area and (once granted) the Public Access Easement thereon. Upon establishment of the Condominium this maintenance and repair work will be implemented and supervised by the Board of Managers and the cost of such maintenance and repair work will be shared proportionately by the Condominium and the Owner of Parcel A in accordance with the proportions provided for in the Property Owners Declaration.

(ii) During construction of the Condominium, as well as during construction of the building on Parcel A, Sponsor and the Owner of Parcel A respectively will have the right to use the 71st Street Public Access Area to facilitate construction of their buildings and construction of the 71st Street Public Access Area. As mentioned above, much of the 71st Street Public Access Area will be completed during construction of the Building. Purchasers thus are likely to have access to this area upon, or soon after, becoming Unit Owners. However, there currently is no date set for commencement of construction of a building on Parcel A, and it could be several years after completion of the Condominium, if at all, until a building is constructed on Parcel A. Sponsor makes no representation as to when or if Parcel A will be developed. Purchasers are advised, however, that when and if construction on Parcel A commences, the 71st Street Public Access Area likely will be closed to and/or impassable by vehicles except for construction vehicles involved in development of Parcel A and the 71st Street Public Access Area itself. Accordingly, Unit Owners are likely not to have access to the 71st Street Public Access Area while a building on Parcel A is being constructed. Purchasers will have no right to rescind their Purchase Agreements, and Unit Owners will have no claim against Sponsor or the Owner of Parcel A, due to the unavailability of, or noise or disruption created by the construction of, the 71st Street Public Access Area and the Public Access Easement thereon, or due to the use of the 71st Street Public Access Area and the Public Access Easement thereon for construction materials and equipment.

(iii) Notwithstanding the foregoing, Sponsor represents that it has entered into or will shortly enter into an agreement with the Owner of Parcel A, which entity is an affiliate of Sponsor, confirming that until Sponsor completes its portion of the 71st Street Public Access Area and conveys same to the Property Owners Association, Sponsor jointly and severally with the Owner of Parcel A, will be liable for all costs associated with the 71st Street Public Access Area. Such agreement also will provide that when and if construction commences on Parcel A and the 71st Street Public Access Area and the Public Access Easement thereon is made impassable or is otherwise obstructed due to construction on Parcel A and/or the 71st Street Public Access Area or Public Access Easement itself, that the obligation of the Board of Managers to supervise, implement and pay for maintenance and repair work of these areas shall be suspended, and the entire obligation for and cost of this work shall be borne by the Owner of Parcel A. The Owner of Parcel A shall bear this cost until development of Parcel A is complete and the structure and use of the 71st Street Public Access Area and Public Access Easement thereon are restored to at least the condition they were in at the time of commencement of construction on Parcel A.

2. **Leasing and Use of Unsold Units**

Sponsor reserves the right, both before and after the recording of the Declaration of Condominium, and prior to the closing of title to a particular Unit, to lease said Unit to a prospective Purchaser who has executed a Purchase Agreement and paid the requisite down payment, for such rent and on such conditions as may be agreed to between Sponsor and Purchaser. Any such lease may provide that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the

subject of the lease will constitute a default under the lease entitling Sponsor, at its sole option, to immediately terminate the lease. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any lease with respect to the Unit which is the subject of the Purchase Agreement, including but not limited to payment of rent as and when due, will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to immediately terminate such Purchase Agreement and exercise any remedies provided therein.

Sponsor reserves the additional right to use or occupy for itself or its agents, or to rent or lease to a tenant who is not a Purchaser (for such rent and upon such terms as are agreed to between the parties), any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding. In the event such Unit subsequently is conveyed to a Purchaser, Sponsor shall advise Purchaser that the Unit previously was occupied, Sponsor shall not be obligated in any way to decorate, refurbish or repair such Unit and Sponsor's undertaking in subparagraph (o) of Section M(1) shall not be applicable. Sponsor shall also have the right to lease any or all Non-Residential Units on such terms and conditions as Sponsor and tenant may agree upon.

* * * *

All rights accruing to Sponsor under the foregoing provisions of this Section M shall also accrue to an affiliate or designee of Sponsor.

N. CONTROL BY SPONSOR

The affairs of the Condominium shall be governed by the Board of Managers. The initial Board of Managers shall consist of three (3) persons designated by Sponsor. These Board members shall hold office until their successors shall have been installed at the first annual meeting of Unit Owners, at which time an eight (8) member Board shall be established. Of these eight (8) individuals, seven (7) individuals shall be appointed or elected by the Residential Unit Owners, including Sponsor, as the Residential Committee, and one (1) shall be elected or appointed by the Non-Residential Unit Owners as the Non-Residential Representative.

At each annual meeting of Unit Owners, Sponsor shall be entitled to vote in accordance with its ownership of Units. In addition, while Sponsor owns Residential Units representing at least 25% in Residential Allocation Percentage, Sponsor shall have the right, but not the obligation, to appoint a majority of members to the Residential Committee. However, after the earlier of conveyance of title by Sponsor to Residential Units representing 76% in Residential Allocation Percentage, or the fifth annual anniversary of the First Unit Closing, Sponsor shall not have the right to appoint a majority of the members of the Residential Committee, even if Sponsor's Residential Allocation Percentage or the provisions of the By-laws would allow it to do so.

Further, while Sponsor owns (i) Residential Units representing less than 25% but at least 10% in Residential Allocation Percentage, Sponsor shall have the right to appoint three (3) members of the Residential Committee, and (ii) Residential Units representing less than 10% in Residential Allocation Percentage but at least one Residential Unit, Sponsor shall have the right to appoint one of the members of the Residential Committee. Regardless of whether Sponsor or the Unit Owners remove a member of the Board of Managers appointed by Sponsor, only Sponsor shall have the right to designate a replacement for such Sponsor appointee. Likewise, vacancies on the Board of Managers caused by death, resignation or otherwise of members appointed by Sponsor may be filled only by appointment by Sponsor.

Until Sponsor conveys title to all Residential Units offered under the Plan, but for no longer than a period of five (5) years after the First Unit Closing, neither the Residential Committee nor the Board of Managers may without the prior written consent of Sponsor (i) make or permit to be made any addition, alteration or improvement to the General Common Elements, Residential Common Elements or Limited Common Elements appurtenant to Residential Units, or to any Unit owned by Sponsor, (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Sponsor will not unreasonably withhold consent to additions to any contingency reserve provided for in Schedule B to this Plan to the extent the aggregate amount of said reserve does not in any one fiscal year of the Condominium exceed 3% of the operating expenses of the Condominium for that year), (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent the existing reserves are insufficient), (iv) amend the Declaration or By-laws so as to affect Sponsor adversely in any way, or (v) increase the number of employees from those described in Schedule B to this Plan. However, consent shall not be withheld for expenses required (a) to comply with applicable law or regulations, (b) to remedy any violation which it is the responsibility of the Board of Managers to cure, or (c) to remedy any work order of an insurer. Subject to the foregoing, Sponsor shall have the right to withhold its consent to any of the foregoing actions.

O. RIGHTS AND OBLIGATIONS OF UNIT OWNERS/SUMMARY OF BY-LAW PROVISIONS

Sale or Lease of Units by Unit Owners

Each Residential Unit Owner will have the right to sell or lease said Owner's Residential Unit and Storage Unit, if applicable, without restriction as to price but subject to a right of first refusal held by the Board of Managers, and other conditions set forth in the By-laws. With respect to the sale of a Residential Unit (and Storage Unit, if applicable), the right of first refusal requires that the Unit Owner provide the Board of Managers with the name and address of a purchaser from whom the Unit Owner has received an offer to buy the Unit(s) which the Unit Owner intends to accept, together with the terms of the offer, and such other information as the Board of Managers shall reasonably require, including, without limitation, financial information concerning the potential purchaser. Within twenty (20) days after the Board of Managers has received notice of the proposed sale plus such additional information as the Board shall have requested, the Board may elect to accept the offer on the same terms offered by the proposed purchaser. The Board shall close on such purchase within sixty (60) days after the Board gives notice of its election to purchase. Alternatively, the Board may waive this right of first refusal and the sale may proceed with the proposed purchaser in accordance with the proposed terms and conditions set forth in the offer. The By-laws should be reviewed for additional details about the sale of a Unit and the steps to be followed in connection with the Board's right of first refusal.

A Residential Unit Owner who also owns a Storage Unit, must sell or otherwise convey title to the Storage Unit no later than the time of sale of the Residential Unit, as ownership of a Residential Unit is a prerequisite to ownership of a Storage Unit. Sale need not necessarily be to the party purchasing the selling Unit Owner's Residential Unit, and the Storage Unit may be sold instead, to another Residential Unit Owner in the Building. Sale of a Storage Unit, whether to another Residential Unit Owner in the Building or in conjunction with the sale of a Residential Unit to a proposed "outside" purchaser, shall be subject to the right of first refusal requirement described above.

Each Residential Unit Owner will have the right to lease said Owner's Residential Unit, subject to a right of first refusal held by the Residential Committee, a 12-month minimum lease term, and other conditions, procedures and requirements contained in the By-laws, including, without limitation the right of the Board of Managers pursuant to a relatively recent amendment to the Condominium Act to collect rent payments from the tenant of a Residential Unit that has been leased by a non-occupant Unit Owner if the Unit Owner is in arrears in paying Common Charges. The amendment to the Condominium Act is summarized below. The Board's right of first refusal in connection with a proposed lease of a Residential Unit follows the same procedures and requirements as those with respect to a proposed sale. Storage Units may not be leased except in conjunction with the lease of a Residential Unit, and then only to the tenant to whom the Residential Unit is leased.

Sales and leases by Sponsor shall not be subject to a right of first refusal by the Board, and leases by Sponsor shall not be subject to the minimum lease term restriction.

Amendments to the General Business Law and the Real Property Law recently were enacted by the New York State Legislature. This legislation (Chapter 422 of the Laws of 1998) among other things, repealed Section 352-e(2-d) of the General Business Law and amended the Condominium Act by adding Section 339-kk to the Real Property Law ("**RPL 339-kk**"), which purports to confer certain rights upon condominium boards of managers. RPL 339-kk provides in pertinent part as follows:

(i) If a non-occupying owner* rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within 60 days of the expiration of any grace period after they are due, upon notice from the condominium board of managers as described below, all rental payments due from the tenant shall be payable directly to the condominium association.

(ii) If the common charges, assessments or late fees due for any unit have not been paid in full within 60 days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and to the non-occupying owner providing that commencing immediately, and continuing until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association.

(iii) At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all rental payments for the unit shall be made payable to the non-occupying owner or to owner's designated agent.

(iv) A non-occupying owner who disputes the condominium association's claim to a rental payment pursuant to RPL 339-kk shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within 30 days of the date that the board receives notice that the owner seeks to dispute such claim.

(v) Nothing in RPL 339-kk shall limit any rights of unit owners or the board of managers existing under any other law or agreement.

(vi) Payment by a rental tenant to the condominium association made in connection with RPL 339-kk shall relieve the rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

The foregoing is a summary of RPL 339-kk adapted from the language of the statute. Sponsor makes no representation about the application or enforceability of the new statute or any provision of same. Purchasers are urged to review RPL 339-kk in its entirety and to consult with their own attorney about the statute's enforceability and/or its possible impact on their own intentions and expectations respecting their purchase. The provisions of RPL 339-kk are incorporated into the Condominium By-laws.

Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage said Owner's Unit to a Mortgagee, provided that (i) the mortgage shall be recorded and shall be expressly subordinate to the Declaration, (ii) the Unit Owner making such mortgage pays all Common Charges and other assessments against the Unit at or prior to making the mortgage and (iii) the Unit Owner making the mortgage complies with all other provisions of the By-laws with respect to mortgaging the Unit.

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* RPL 339-kk defines "non-occupying owner" to mean "a unit owner in a condominium association who does not occupy the dwelling unit."

Liens for Nonpayment of Common Charges and Assessments to the Property Owners Association

The Board of Managers, on behalf of the Unit Owners, will have a lien on each Unit for unpaid General Common Charges and other assessments and the Residential Committee will have a lien on each Residential and Storage Unit for unpaid Residential Common Charges and other assessments, including without limitation, electricity charges and/or water charges attributable to the Unit. Subject to the rights of the Property Owners Association in the event the Board of Managers fails to pay the Condominium's membership assessments to the Property Owners Association, these liens will be subordinate only to liens for past due and unpaid real estate taxes, and all sums unpaid on a first mortgage of record.

If the Board of Managers fails to pay the Condominium's membership assessments to the Property Owners Association, the Property Owners Association shall have a first lien against each Unit for the Unit's proportionate share of the assessment. The Property Owners Association shall have the authority under the Property Owners Declaration to take action against the Board or the Unit Owner for payment of the assessment.

Any lien for unpaid General Common Charges or other assessments, may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover unpaid Common Charges without necessarily filing a lien, all as more fully described in the Declaration and By-laws.

Any lien for past due Residential Common Charges or other assessments may be foreclosed by the Residential Committee in like manner as a mortgage on real property, and the Residential Committee shall also have the right to recover all costs incurred in foreclosing on such lien, as more fully set forth in the By-laws. At the request of the Residential Committee, the Board of Managers shall bring the foreclosure action for non-payment of Residential Common Charges in its own name.

Assessment and Termination of Liability of Unit Owners for Common Charges

The Board of Managers will prepare and furnish its budget for the operation of the General Common Elements of the Condominium to the Unit Owners from time to time and at least once a year.

General Common Expenses which pertain to maintenance, repair, insurance, operation, etc., of those portions of the Condominium used by both Residential Unit Owners and the Non-Residential Unit Owners, as well as to the 71st Street Public Access Area and the Public Access Easement thereon, the Property Owners Association and Operating Payments pursuant to the Operating Budget provided by Amtrak and to the Systems serving Amtrak, shall be allocated between the Residential Area and the Non-Residential Area on the basis of Common Interest or may be based, in the discretion of the Board of Managers, upon the estimated amount by which a particular expense item benefits or is used by the Units or the Unit Owners in that area, provided the allocation is fairly attributable to the area and reasonable under the circumstances.

General Common Expenses shall include, among other things and without limitation, the cost of maintenance and repair of the 71st Street Public Access Area and the Public Access Easement thereon, assessments payable to the Property Owners Association under the Property Owners Declaration and Operating Payments due under and insurance required pursuant to the Amtrak Agreement, and the cost of insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the By-laws. General Common Expenses may also include such amounts as the

Board of Managers may deem proper for repairs, reserves, replacements, improvements, betterments, maintenance and other operating expenses of the Property, including, without limitation, an amount for a general operating reserve, for a reserve fund for replacement, and an amount to cover any deficit in the General Common Charges collected for any prior year. The General Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit which is to be sold at a foreclosure or other judicial sale. General Common Expenses shall also include other items stated in the Declaration or the By-laws to be General Common Expenses.

The Residential Committee shall from time to time and at least annually, prepare and furnish its budget for the Residential Area to the Residential Unit Owners. Residential Common Expenses, which are payable only by Residential Unit Owners for the maintenance, repair, operation, etc. of the Residential Area and are included in their Residential Common Charges, are allocated among Residential Unit Owners only, on the basis of their Residential Allocation Percentage.

Neither the General nor Residential Common Charges will include decoration of any Units or portions thereof or payments required pursuant to the terms of any Unit Owner's mortgage.

The Property will be equipped with a master electric meter and computerized sub-meters for each Residential Unit. This system is what is referred to as "Electronic Computerized Metering" in the "Description of Property and Specifications" in Part II of the Plan. It is anticipated that the Board of Managers will receive a single invoice from Con Edison for all electricity measured by the master meter and will pay same to Con Edison. Submeters under the master meter will measure electrical use for each individual Residential Unit, for the area within which Storage Units are located, for Residential Common Elements, for General Common Elements and for the cooling tower. The Board of Managers will engage a company to process separate invoices for each Residential Unit based on the submeter usage reading for that Unit. Each Residential Unit Owner will receive a monthly invoice for Unit electricity charges from the Board of Managers to be paid by the Unit Owner directly to the Board of Managers together with Unit Owner's Common Charges. The cost of electrical usage attributable to the area within which the Storage Units are located will be allocated by the Board of Managers equally among all Storage Unit Owners, and will be billed monthly to each Storage Unit Owner as a special assessment. As the cooling tower serves the Office Unit as well as the General and Residential Common Elements, the Board of Managers will bill the Office Unit for its proportionate share of the cooling tower electrical costs, which the Office Unit Owner will be obligated to pay in the same manner as Common Charges.

A UNIT OWNER'S FAILURE TO PAY INVOICED ELECTRICITY CHARGES OR A SPECIAL ASSESSMENT FOR ELECTRICITY CHARGES TO THE BOARD OF MANAGERS WILL BE TREATED IN THE SAME MANNER AS FAILURE TO PAY COMMON CHARGES. ACCORDINGLY, THE BOARD OF MANAGERS WILL HAVE THE SAME REMEDIES FOR A UNIT OWNER'S FAILURE TO PAY ELECTRICITY CHARGES OR A SPECIAL ASSESSMENT FOR ELECTRICITY CHARGES AS THE BOARD HAS FOR FAILURE TO PAY COMMON CHARGES INCLUDING, WITHOUT LIMITATION, FILING A LIEN FOR NON-PAYMENT AND FORECLOSING SAME.

Each Unit Owner will be responsible to pay electricity costs attributable to Unit Owner's Unit as of the earlier of possession or closing of the Unit. Each Unit Owner will be responsible to pay Common Charges allocable to said Owner's Unit at such time or times (but not less than monthly) as the Board of Managers shall determine, commencing with the closing of title to the Unit, unless collection of Common Charges shall not yet have commenced, as described below and permitted under the By-laws. The Board shall have the right not to commence collecting Common Charges at the time the first Residential Unit is conveyed under this Plan, provided, however, that Sponsor pays the balance of the basic operating costs

(exclusive of reserves) of the Condominium after application of the Working Capital Fund for that purpose, until Common Charges are imposed by the Board of Managers. Common Charges assessed during the month in which title closes shall be adjusted between Purchaser and Sponsor as of the closing date, if collection of Common Charges has commenced on or before said date.

The liability of each Unit Owner for the payment of Common Charges and other assessments (including, without limitation, electricity charges), assessed or due against Owner's Unit, shall terminate prospectively upon a permissible sale, transfer or other conveyance of such Unit. A purchaser of a Unit shall be jointly and severally liable with the seller for unpaid Common Charges and assessments assessed and due up to the date of conveyance and a purchaser may be required by the Board of Managers to pay unpaid Common Charges and other assessments (including, without limitation, electricity charges), assessed against the Unit prior to the purchaser's acquisition. A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit, or by deed in lieu of foreclosure, also shall be liable for the payment of Common Charges, electricity charges and other assessments assessed or otherwise imposed on or before the date of the foreclosure sale or the conveyance by deed in lieu of foreclosure.

Repairs, Replacement and Maintenance of Units and Common Elements

Generally, all painting, decorating, maintenance and repairs ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements contained therein), will be made by the Unit Owner at the Unit Owner's sole cost and expense, and (b) in or to the General Common Elements and/or the 71st Street Public Access Area and the Public Access Easement thereon, will be made by the Board of Managers and the cost thereof will be a General Common Expense, and (c) in or to the Residential Common Elements will be made by the Residential Committee and charged to the Residential Unit Owners as a Residential Common Expense.

Notwithstanding the foregoing, the inside and outside surfaces of any and all exterior windows located in or appurtenant to a Unit are to be cleaned by the Unit Owner at the Unit Owner's expense. Outside surfaces of windows must be cleaned from the inside of the Unit. Broken window glass or window frames in a Residential Unit shall be replaced by the Unit Owner at the Unit Owner's sole cost and expense, unless such breakage was caused by the Board of Managers, the Residential Committee, or either of their agents, in which case replacement shall be made by the Board or Residential Committee, as applicable, at its sole cost and expense.

Entrance doors to Residential Units from common corridors and doors accessing Residential Units from appurtenant terraces, are Residential Common Elements. Pursuant to such designation, Residential Unit Owners shall not be permitted to alter the doors, or the type or number of locks on the doors to their Residential Units, without the prior consent of the Board of Managers. Locks for doors to Residential Units from common corridors and from terraces, as well as locks to Storage Units, shall belong to the Owner of the Unit. Purchasers are required to provide their own locks for Storage Units, as they will not be provided by Sponsor pursuant to this Plan. Sponsor shall have no liability arising out of a Purchaser's failure to provide a lock for Purchaser's Storage Unit. In accordance with the Rules and Regulations, each Residential Unit Owner must always maintain a current set of keys for all Residential and Storage Unit locks with the Managing Agent.

The Board of Managers and agents and contractors of the Board, and the Residential Committee and agents and contractors of the Residential Committee, shall have a right of access to any Unit for the purpose of making inspections or for the purpose of correcting any condition originating in said Owner's Unit and threatening another Unit or a Common Element or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the

Owner's Unit or elsewhere in the Building, provided that requests for entry are made in advance, except in cases of emergency, when such right of entry is immediate, all as more fully described in the By-laws.

Insurance on Individual Units

Each Unit Owner is required to carry, at Unit Owner's own expense, casualty insurance with respect to all fixtures (i.e., cabinets that are built-in or attached to the wall, appliances, plumbing and electrical fixtures, bathroom vanities that are built-in or attached to the wall, etc.), equipment and personal property within said Owner's Unit and liability insurance with respect to occurrences in or about the Unit, in accordance with the By-laws. A current copy of such policy must be maintained by the Unit Owner with the Managing Agent at all times.

Additions, Alterations and Improvements by Unit Owners

No Residential Unit Owner may make any addition, alteration or improvement to a General Common Element, a Residential Common Element or a Limited Common Element except as provided otherwise in the By-laws. No Residential Unit Owner shall make any structural addition, alteration, repair or improvement in said Owner's Residential or Storage Unit without the prior written approval of the Board of Managers, all as more fully described in the By-laws. All contractors engaged by Unit Owners for the purpose of performing construction work in the Unit (including without limitation, painters, electricians, carpenters and plumbers) must be adequately insured and must provide a satisfactory certificate of insurance prior to commencing work.

In order to preserve the architectural harmony of the facade of the Building, minimize the possibility of unsightly or obstructed views from the other terraces and Residential Units and promote the safety of those on lower terraces, as well as on the street below, each Residential Unit Owner having the exclusive use of a terrace will be required to obtain the approval of the Board of Managers before altering, decorating, landscaping, or painting the same. The Board of Managers may grant or withhold such approval in its sole discretion. The By-laws prohibit installation of awnings on terraces in any event. Purchasers are advised that current zoning for the Property will not permit terrace enclosures. Accordingly, Unit Owners will not be permitted to enclose terraces.

Meetings of Unit Owners

Meetings of all Unit Owners shall be held at least once annually within approximately three weeks of the anniversary date of the first annual meeting. The first annual meeting of all Unit Owners shall be called by Sponsor within approximately 90 days after the earlier of (i) conveyance of title by Sponsor to 221 of the 440 Residential Units offered under this Plan, or (ii) the second anniversary date of the First Unit Closing under this Plan, subject to Sponsor's right to call the first annual meeting at an earlier date, in accordance with the By-laws. At all such annual meetings the Non-Residential Unit Owners shall elect or appoint their representatives to the Non-Residential Committee and the Residential Unit Owners shall elect or appoint their representatives to the Residential Committee.

Compliance with By-laws and Rules and Regulations

Rules and Regulations concerning the use of the Common Elements may be promulgated and amended from time to time by the Board of Managers, provided that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time that they become effective. The initial Condominium Rules and Regulations are contained in Part II of the Plan.

Each Unit Owner must comply strictly with the By-laws and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board may ask the offending Unit Owner for sufficient surety for future compliance.

P. RIGHTS AND OBLIGATIONS OF RESIDENTIAL COMMITTEE AND BOARD OF MANAGERS/SUMMARY OF BY-LAW PROVISIONS

Residential Committee and Board of Managers: Election, Number, Term, Qualifications

Under the By-laws, the Condominium will be managed by a Board of Managers. The initial Board of Managers shall consist of three (3) persons designated by Sponsor. These Board members shall resign at the first annual meeting of Unit Owners, at which time a new Board shall be established. The first annual meeting shall be called by Sponsor within approximately ninety (90) days after the earlier of (i) conveyance of title to 221 Residential Units under this Plan, or (ii) the second annual anniversary date of the First Unit Closing. The Board of Managers installed at the first annual meeting of Unit Owners shall consist of eight (8) individual persons, seven (7) of whom shall be elected or appointed by the Residential Unit Owners and shall function as the Residential Committee of the Board of Managers and the other one (1) of whom shall be elected or appointed by the Non-Residential Unit Owners and will function as the Non-Residential Representative to the Board of Managers..

The term of office of members of the Residential Committee of the Board of Managers elected at the first annual meeting of Unit Owners shall be two (2) years for four (4) members, and one year for three (3) members, or until their respective successors are elected or appointed. The four (4) candidates receiving the highest number of votes shall serve the two-year terms, and the three (3) candidates receiving the next highest number of votes shall serve the one-year terms. Thereafter at all annual meetings, candidates will be elected for two-year terms. Sponsor's appointees to the Residential Committee shall serve one-year terms while they are members of the Residential Committee. The term of office of members of the Non-Residential Representative shall be one (1) year, or until his or her successor is elected or appointed. Members of the Board of Managers may serve for more than one term.

All members of the Residential Committee of the Board of Managers other than appointees of Sponsor, shall be Unit Owners or spouses of Unit Owners (in the case of individual Unit Owners) or shall be the designee of a Permitted Mortgagee of a Unit. In the case of partnership Unit Owners or mortgagees, the Board member shall be a general partner of such partnership (and, if the general partner is a corporation or partnership, shall be an officer, director, shareholder or partner of such corporate or partnership general partner, as applicable). In the case of corporate Unit Owners or mortgagees, the Board member shall be an officer, director or shareholder of such corporation. In the case of limited liability company Unit Owners or mortgagees, the Board member shall be a member of such company or a principal of a member of the company. In the case of fiduciary Owners or mortgagees, the Board member shall be the fiduciary or officer of such fiduciary. With respect to any type of Unit Owner or mortgagee that is an entity, the Board member generally must be an individual principal, member or other authorized designee of the Unit Owner or mortgagee. With respect to multi-party Residential Unit Owners (i.e., spouses, partners, etc.), only one person per Unit may be a member of the Board of Managers. The Non-Residential Representative need not be a Non-Residential Unit Owner, but must be the elected or appointed representative of a majority of the Non-Residential Unit Owners. To be authorized to vote as a Board member, a Unit Owner must not be in default of any payment of Common Charges and other assessments.

Powers and Duties of the Board of Managers and Residential Committee

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or By-laws may not be delegated to the Board by the Unit Owners.

In connection with its duties and responsibilities, the Board of Managers shall appoint one of its members to represent the Condominium at all meetings and in connection with all votes of the Property Owners Association.

The Residential Committee shall have the powers and duties necessary for the administration of the affairs of the Residential Area. In this capacity, the Residential Committee may take all such actions and make all such determinations pertaining to the Residential Area, insofar as said determinations and tasks affect only the Residential Area and do not adversely affect the Non-Residential Area.

The full Board of Managers shall meet at least four times during each fiscal year. The Residential Committee shall meet at least six times during each fiscal year.

As more fully set forth in the By-laws, all determinations required to be made by the Board of Managers, or the Residential Committee, as applicable, shall be by majority of votes cast at any meeting at which a quorum is present. Each member of the Board shall be entitled to cast one vote for each item to be voted upon by the Board. Likewise, at all meetings of the Residential Committee, each member shall be entitled to cast one vote for each item to be voted upon by the Committee. The majority of the votes cast at a meeting at which a quorum is present shall constitute the decision of the Residential Committee or of the Board of Managers, as applicable.

Liability of Board of Managers, Residential Committee Officers; Non-Residential Committee Officers and Unit Owners

The members and officers of the Board of Managers, the Residential Committee and the Non-Residential Representative, shall not be liable to the Unit Owners except for their own individual willful misconduct or bad-faith actions or bad-faith failures to act. The Unit Owners shall indemnify and hold harmless each of the members and officers of the Board of Managers, the Residential Committee and the Non-Residential Representative, against all loss, damage or liability such party incurs arising out of that individual's acts or failures to act, or by reason of the fact that such person was a member of the Board of Managers or a member of the Residential Committee or the Non-Residential Representative, or an officer of the Condominium or an officer of the Residential Committee, as applicable, except with respect to liability arising from willful misconduct, bad-faith actions or bad-faith failures to act.

Members of the Board of Managers, members of the Residential Committee and the Non-Residential Representative shall have no personal liability with respect to any contract made by them as the Board of Managers or the Residential Committee or Non-Residential Representative within the scope of their authority or believed by them in good faith to be within the scope of such authority. The liability of any Unit Owner arising out of any contract made by the Board of Managers, the Residential Committee or the Non-Residential Representative or out of the aforesaid indemnity in favor of the members of the Board of Managers, the Residential Committee and the Non-Residential Representative, shall be limited to the Unit Owner's proportionate share of the total liability, based on the Unit Owner's Common Interest. However, if such liability pertains only to the Residential Area, then liability shall be limited to such Unit Owner's proportionate share of the total liability, based on Residential Allocation Percentage, and if the liability pertains only to the Non-Residential Area, it shall be limited to such percentage of liability as the Non-Residential Unit Owner's Common Interest bears to the aggregate Common Interest of all other Non-Residential Unit Owners.

Votes of Unit Owners

At each meeting of all Unit Owners, each Unit Owner shall be entitled to cast one vote, either in person or by proxy, for every .0001% of Common Interest attributable to said Owner's Unit(s), for each item voted upon.

At each meeting of Residential Unit Owners, each Residential Unit Owner, voting in person or by proxy, shall be entitled to cast one vote for each .0001% of Residential Allocation Percentage attributable to said Owner's Residential and Storage Unit(s), for each item voted upon.

Repair or Restoration after Fire or Other Casualty

Damage to or destruction of any portion of the Building as a result of fire or other casualty shall be promptly repaired and reconstructed by the Board of Managers as nearly as practicable to the condition it was in before the casualty using the proceeds of casualty insurance and/or other funds for that purpose, subject to various conditions as fully described in the By-laws.

Termination of Condominium

The Condominium shall not be terminated or withdrawn from the Condominium Act except in accordance with the Condominium Instruments and all laws applicable to the Property at the time termination is desired. In this regard, the Condominium may be terminated following a loss due to casualty, provided at least 75% of the Property is destroyed or substantially damaged and at least 75% in number and Common Interest of Units affirmatively determine not to proceed with repair or restoration, as described in the By-laws. In addition, the Condominium may be withdrawn from the Condominium Act by the affirmative vote of Unit Owners representing at least 80% in number and Common Interest of Units. In the event such 80% vote is achieved, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common. If a partition action is brought, the net proceeds of sale resulting from the partition action shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Unit Owner's share of net proceeds, all liens on the Unit Owner's Unit in the order of priority of such liens.

Procedure to Review Real Estate Tax Assessments

The Board of Managers has the power to act as agent on behalf of any Unit Owner who has given written authorization to the Board of Managers to be the Unit Owner's agent, to petition or apply to the real estate tax assessment agency board of review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of Unit Owners for which it is acting as agent and charge all such Unit Owners a pro-rata share of expenses, disbursements, and legal fees for which charges the Board of Managers shall have a lien as if for Common Charges, pursuant to the Condominium Act.

Covenant Against Partition of Common Elements

Section 339-i(3) of the Condominium Act provides that the Common Elements shall remain undivided and there is no right of partition, except as otherwise provided in the Condominium Act, which right is mentioned herein under the heading "Termination of Condominium."

Severance of Ownership Prohibited

Both the Condominium Act and the By-laws of the Condominium prohibit a Unit Owner from attempting to convey a Unit separate from its appurtenant Common Interest. The intent of such provision is to prevent any severance of such combined ownership.

Accumulation of Reserves

The Board of Managers and the Residential Committee may assess Common Charges for accumulation of reserves as more fully set forth in the By-laws.

Amendments

Subject to certain exceptions, including, among others, exceptions regarding the rights of Sponsor, the Declaration or By-laws may be amended, modified, supplemented or deleted by an affirmative vote of 66-2/3% in number and in Common Interest of the Unit Owners at a meeting of Unit Owners duly held for such purpose, as more fully described in the Declaration and the By-laws.

* * * * *

The foregoing summary is not intended to be a complete discussion of the By-laws or Declaration. It is simply an introduction to the By-laws and Declaration reproduced in Part II, which should be carefully reviewed in full by all Unit Owners.

Q. TAXES - TAX STATUS OF CONDOMINIUM, INCOME TAX DEDUCTIONS TO UNIT OWNERS AND REAL ESTATE TAX BENEFITS

The following discussions concerning the tax status of the Condominium and income tax deductions to Unit Owners are based on Sponsor's Offering Plan Counsel's Opinion contained in Part II of the Plan, which should be reviewed by Purchasers for a fuller more comprehensive understanding of the income tax considerations affecting their purchase. The discussion of real estate tax benefits is based on Sponsor's Real Estate Tax Counsel's Opinion also contained in Part II of the Plan, which also should be reviewed by purchasers.

1. Tax Status of Condominium

Common Charges shall be borne by Unit Owners and assessed and collected by the Board of Managers. The status of the Board of Managers for Federal, New York State and New York City income tax purposes is uncertain. If the Board of Managers were treated for tax purposes as an aggregation of Unit Owners, income earned by the Board (*i.e.*, rents on Units owned and leased by the Board or interest on Condominium funds), less the cost of earning the income, would be deemed income to the Unit Owners and would be taxable to them. However, Common Charges would not be considered income to the Unit Owners and expenditures incurred in maintaining Common Elements would not be deductible to them.

If, on the other hand, the Unit Owners, acting through the Board of Managers, are treated as an entity for income tax purposes, then under Treasury Regulations dealing with the classification of entities for income tax purposes, they would be classified as a partnership for such purposes, absent an election by the Board to classify the entity as a corporation. As a partnership, the Condominium itself would not be subject to income tax (other than possibly the New York City unincorporated business tax). Instead, the taxable income or loss of the Condominium would be passed through to the Unit Owners who would be required to report such income or loss on their respective income tax returns. The manner in which such income or loss would be computed is not entirely clear, but it would presumably be computed in a manner similar to that described below for condominiums that elect to be classified as a corporation for income tax purposes.

However, as it is anticipated that the Condominium will treat itself as an entity for Federal income tax purposes and will make an election to be classified as a corporation for such purposes (although no assurance can be given in this regard), the remainder of this discussion assumes that the Condominium will be classified as a corporation for income tax purposes.

If the Condominium elects to be treated as a corporation for income tax purposes, the Condominium would be required to file tax returns and would be subject to the regular Federal, State and local corporate income tax on its taxable income. The Condominium's taxable income would be the excess of its gross income over its deductible expenses. Gross income would include, among other things, any rental income or investment income received by the Condominium and all Common Charges paid by Unit Owners. However, any portion of the Common Charges segregated and used to finance specified capital expenditures or reserves for such capital expenditures would generally not be required to be includible in gross income.

Notwithstanding the foregoing, if the Condominium satisfies the requirements of Section 528 of the Internal Revenue Code, the Condominium may be eligible to elect to be exempt from Federal income tax on Common Charges collected from Unit Owners. One of the requirements of Section 528 is that substantially all of the units of the condominium in question be used by individuals for residences. The pertinent Treasury Regulations appear to focus on residential use by individuals, rather than ownership by individuals, and also provide that a Unit that has never been occupied will be deemed to be used by an

individual for residential purposes if, based on all the facts and circumstances, the unit appears to have been constructed for residential purposes. "Substantially all" is interpreted by the Internal Revenue Service as meaning at least 85% of the total square footage of all units within the condominium project, including non-residential units.

The aggregate square foot area of the Residential Units (including the aggregate square foot area of each terrace appurtenant to a Residential Unit) relative to the square foot area of all Units in the Condominium, represents approximately 87% of the total square foot area of all Units in the project. If the Storage Units were included in the Residential Unit square foot area calculation, the percentage would be higher. Accordingly, it is anticipated that at least for the first year of Condominium operation, the Condominium will be able to elect to be exempt pursuant to Section 528.

As suggested by the foregoing, the qualification of the Condominium to elect to be exempt from tax pursuant to Section 528 involves factual issues which can only be determined on a year-by-year basis. Thus, Sponsor's Offering Plan Counsel cannot express an opinion as to whether the Condominium will qualify to make a Section 528 election or whether it would be advisable to do so for any given year. In the event that the Condominium either fails to qualify under Section 528 or, if qualified, fails to elect Section 528 tax treatment in any year, it could be subject to the regular Federal corporate income tax on its taxable income as described above. However, as it is expected that the Board of Managers in the ordinary course of operations is likely to spend most of the Condominium's income for allowable deductions or properly designate it for capital purposes, whether or not Section 528 is available and/or is elected, the Condominium's income tax liability, if any, will be limited. If at the time any such tax were determined finally to be due, the Board of Managers did not have sufficient funds in its accounts to pay such taxes, the Board of Managers could levy a special assessment against the Unit Owners or increase Common Charges to pay such taxes, as well as to pay any interest and penalties that may be assessed and due in connection therewith. Some or all of any such special assessment might itself be taxable income to the Condominium, and thus might be subject to tax as well.

2. **Income Tax Deductions to Residential Unit Owners**

A Residential Unit Owner will own a Residential Unit (and a Storage Unit, if applicable), in fee and each Residential Unit (and each Storage Unit, if applicable), will be a separate tax lot for real estate tax purposes. Therefore, each Residential Unit Owner will be liable for any real estate taxes assessed against its Residential Unit (and its Storage Unit, if applicable). Each Residential Unit Owner may mortgage its Unit(s) and if so, will be liable for payment of mortgage interest and principal due thereunder.

Sponsor has been advised by its Offering Plan Counsel, that Residential Unit Owners who are not subject to the Federal alternative minimum tax and who itemize deductions on their Federal income tax returns, will be entitled, under present Federal tax laws, to a deduction for Federal income tax purposes for the real estate taxes they pay on their Residential Unit (and Storage Unit, if applicable), and for the interest they pay on any mortgage covering their Residential Unit, provided that the Residential Unit is used as their own primary residence or specifically selected secondary residence and subject to certain limitations on deductibility as more particularly described in Sponsor's Offering Plan Counsel's opinion in Part II of this Plan.

* * * *

No warranty or representation is or can be made by Sponsor, Sponsor's Offering Plan Counsel or any other person that the Internal Revenue Service or state and local tax authorities will accept any or all of the views stated above, or that the tax law upon which Sponsor's Offering Plan Counsel based its opinion will not change, or that the United States Treasury Department or the New York State Department of Taxation will allow the aforementioned deductions. No representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its Offering Plan Counsel shall be liable if it is held that the Unit Owners are not entitled to the income tax deductions described above, for any reason.

The foregoing discussion (which is based on the Opinion of Offering Plan Counsel in Part II of the Plan), is based on laws and facts as of the date of initial presentation of this Plan which may change subsequently. Potential purchasers are advised to consult their own accountants, attorneys or tax advisors as to tax consequences to themselves of ownership of a Unit, at the time that they are considering such purchase.

3. Real Estate Tax Benefits

Sponsor has retained the law firm of Pottish Freyberg Marcus & Velazquez LLP as Real Estate Tax Counsel to file any and all applications necessary to obtain certain real estate tax exemption benefits for the Condominium pursuant to Section 421-a of the New York Real Property Tax Law ("***Section 421-a***"). Sponsor shall be responsible for payment of all legal fees and costs in connection with the Section 421-a tax benefits application.

Real Estate Tax Counsel's opinions regarding the Property's eligibility for Section 421-a tax benefits and the Property's projected post-completion assessed valuation, are contained in Part II of this Plan, and should be carefully reviewed by all Purchasers, as it is the basis for the following discussion.

Under the Section 421-a tax benefit program, as anticipated to apply to the Property, 100% of the increased assessed value of a property resulting from the improvement thereon (*i.e.*, the assessed value above the pre-construction assessed value) is exempt from taxation during construction (not to exceed three years), and for two (2) years following the earlier of (i) the taxable status date immediately following completion of construction or (ii) the third anniversary of commencement of construction. Following expiration of the construction period and the first two years of 100% exemption, the exemption declines to 80% of the increased assessed value for the next two years, 60% for the next two years, 40% for the next two years and 20% for the next two years. At the end of this 10-year tax benefit period, real estate taxes are based on the full assessed valuation of the Property and the tax rate then in effect, without the benefit of any exemption.

These percentages of exemption would be reduced to the extent that community facility space and accessory use space (which does not include accessory parking spaces and is more fully defined in the Section 421-a Rules and Regulations) exceeds 12% of the aggregate floor area of the building. For the purposes of its opinion that Section 421-a benefits will apply to the Property, Real Estate Tax Counsel assumes, based on information provided by Sponsor, that community facility space and accessory use space at the Property do not exceed 12% of the aggregate floor area of the Building.

Section 421-a requires that each Unit in the Condominium will be subject to a base tax (*i.e.*, the "mini-tax"), in each year during the 10-year tax benefit period, equal to the Unit's proportionate share of the Property's assessed value for tax year 1999/2000 (*i.e.*, the tax year before construction began), multiplied by the tax rate in effect during each tax year of the tax benefit period. The base tax thus will vary directly

in relation to changes in the tax rate for a given tax year. However, as the assessed value of the Property in 1999/2000 was approximately $1,345,500 (which was predicated primarily on vacant land), if one projects a tax rate for the 2002/2003 tax year of 11.50%, the mini-tax will be approximately $154,733 for that tax year.

The following chart shows the percentage of the balance of the increased assessment that is exempt from taxes during each year of the tax benefit period, and the specific tax year in which such exemption is anticipated to apply in the case of the Condominium.

Tax Year and Year Relative to Completion (Specific Tax Year)	Percentage of Exemption for Balance of Increase in Assessment Above Pre-Construction Assessment
2000/2001	Construction Began
2001/2002	Under Construction
2002/2003	Under Construction/Building Completed
2003/2004	100
2004/2005	100
2005/2006	80
2006/2007	80
2007/2008	60
2008/2009	60
2009/2010	40
2010/2011	40
2011/2012	20
2012/2013	20
2013/2014	0

Pursuant to the foregoing, and taking into consideration construction comparable to the Building recently undertaken and/or recently assessed, Real Estate Tax Counsel projects that by tax year 2002/2003 the Property's assessed value will be calculated approximately as follows:

Residential Area Aggregate Projected Assessed Value
(717,896 sq. ft. x $88/sq. ft) $63,174,848

Office Unit Projected Assessed Value
(1,012 sq. ft. x $88/sq. ft.) ..... $ 89,056

Garage Unit Projected Assessed Value
(75,839 sq. ft. x $55/sq. ft.) $4,171,145

TOTAL PROJECTED ASSESSED VALUE $67,435,049

Real Estate Tax Counsel estimates further projects that real estate taxes for tax year 2002/2003 will be assessed approximately as follows:

Projected Actual Assessed Value $67,435,049

Less Mini Tax Assessed Value (*i.e.*, assessed value prior to beginning of construction)	$1,345,500
After Mini-Tax Assessed Value	$66,089,549
Exemption Percent	100%
Amount of Exempt Assessed Value	$66,089,549
Taxable Assessed Value (*i.e.*, the Mini-Tax AV)	$ 1,345,500
Assumed Tax Rate	11.50%
Projected Aggregate Real Estate Taxes after application of 421-a exemption	$154,733

Notwithstanding the foregoing, neither Sponsor, Real Estate Tax Counsel nor Offering Plan Counsel make any warranty, guaranty or representation as to the assessed value of the Property or any Unit therein after completion of construction, or as to whether partial exemption from real estate taxes under the Section 421-a program will be granted, or as to the amount of real estate tax that will be assessed against any Units or the amount of real estate taxes payable at any time by an Owner of a Unit. In the event partial exemption is not finally granted or is revoked, each Unit Owner will be responsible for the entire real estate taxes assessed against said Owner's Unit.

If Section 421-a benefits have not been granted by the date of conveyance of the first Unit, or if they are never granted, then each Unit Owner will be required to pay full real estate taxes assessed against said Owner's Unit or, if separate assessments have not yet been made as of that date, then Unit Owner will be required to pay Owner's proportionate share of full real estate taxes assessed against the Property until separate assessments are made at which time full real estate taxes assessed against the Unit will be required to be paid.

If Section 421-a benefits are not granted, the total tax due on the Property would be based on an assessment of a post-construction, completed, occupied Building. Real Estate Tax Counsel has projected this assessment to be approximately $67,435,049. The tax payable would be based on the tax rate in effect at that time, and would be allocated among all the Units.

Purchasers are urged to consult their own attorneys or tax advisors concerning the real estate tax consequences of ownership of a Unit.

R. WORKING CAPITAL FUND AND RESERVE FUND

1. Working Capital Fund

Each Purchaser of a Residential Unit shall be required to pay at closing of title an amount equal to two months' Common Charges attributable to each Residential Unit being purchased, for deposit in the Working Capital Fund. Working Capital Fund contributions will not be required in connection with the purchase of a Storage Unit. The Working Capital Fund will be used to pay for Residential Common Expenses due and payable during such time that monthly Residential Common Charges are not yet being collected by the Board and/or during the time that Residential Common Charges are being collected but prior to the time that sufficient Residential Common Charges have accrued to pay these items.

Sponsor shall not be obligated to make any payments into the Working Capital Fund.

No representation is made that the Working Capital Fund will be sufficient to accomplish the purpose set forth above, or other purposes as determined by the Board of Managers in its discretion.

2. Reserve Fund

There will be no reserve fund established by Sponsor at closing. However, under the By-laws the Residential Committee and the Board of Managers shall be authorized to establish reserves for capital repairs and replacements, and for other purposes.

* * * *

NEITHER THE DEPARTMENT OF LAW NOR ANY GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND. IF ADDITIONAL FUNDS ARE REQUIRED, IT MAY BE NECESSARY TO INCREASE COMMON CHARGES OR MAKE SPECIAL ASSESSMENTS AGAINST UNIT OWNERS.

S. AGREEMENTS BINDING ON THE CONDOMINIUM

Purchasers are advised that the discussion in this Section S of the Offering Plan summarizes numerous agreements or other documents which may affect the Condominium. All costs anticipated to be incurred by the Condominium during the projected first year of Condominium operation pursuant to the agreements and documents discussed in this Section S, are included in Schedule B to this Offering Plan. All documents summarized in this Section are available for review in the Sales Office. The Sales Office will provide a copy of any of these agreements, at Sponsor's expense, to Purchasers who request their own copy of same.

Management Agreement

The Board of Managers expects to enter into a Management Agreement effective as of the first Residential Unit closing. The Managing Agent will be compensated at an annual fee of $150,000. The Management Agreement is anticipated to have an initial term of three (3) years. The Managing Agent shall be responsible for both billing and collecting Residential and Non-Residential Common Charges and managing the Condominium generally.

Amtrak Agreement, Amtrak Right of Way Parcel and Amtrak Easement

Amtrak owns a parcel of land (and a volume of air above it) that traverses the Property and other Development Parcels comprising Riverside (the "***Amtrak Right of Way Parcel***"). Sponsor, together with the fee owners of other Development Parcels in Riverside, entered into an agreement with Amtrak dated August 26, 1997 concerning, among other things, the Amtrak Right of Way Parcel (the "***Amtrak Agreement***"). Pursuant to the Amtrak Agreement, Amtrak has, among other things, been granted an easement adjacent to the Amtrak Right of Way Parcel on the west for maintenance of and emergency egress from the Amtrak Right of Way Parcel and the tracks and equipment therein (the "***Amtrak Easement***"). The land under the portion of the Amtrak Easement located on the Property, is part of the Land comprising the Condominium, and thus is part of the Common Elements of the Condominium.

Each Owner of a Development Parcel through which the Amtrak Right of Way Parcel runs, owns the air above the Amtrak Right of Way Parcel appurtenant to that Owner's Development Parcel.

With respect to the Property, the Amtrak Right of Way Parcel traverses the eastern portion of the Property. Amtrak operates its railroad trains on tracks located on the Amtrak Right of Way Parcel, and may use the Amtrak Easement for maintenance of the railroad tracks and improvements. A portion of the Building is being constructed over the Amtrak Right of Way Parcel and the Amtrak Easement.

Pursuant to the Amtrak Agreement, each Owner of a Development Parcel traversed by or adjacent to the Amtrak Right of Way Parcel, will construct for Amtrak, in conjunction with improvements being constructed on that Development Parcel, lighting, ventilation and fire protection systems (each, a "***System***" and collectively the "***Systems***") specified by Amtrak. Sponsor has assumed this obligation in connection with construction of the Building. Upon establishment of the Condominium, the Systems installed in the Building will become part of the Common Elements of the Condominium.

The Amtrak Agreement provides that once a System is constructed and Amtrak has accepted same, Amtrak will operate, maintain, repair and renew the System on an on-going basis. The costs and expenses of operation, maintenance, repair and renewal of the System built on a particular Development Parcel will, however, be the obligation of the Owner of the Development Parcel containing that System. Accordingly, the cost and expense of operation, maintenance, repair and renewal of the Systems will be part

of the Common Expenses of the Condominium and will be paid for by Unit Owners as part of their Common Charges.

It is contemplated that each Owner of a Development Parcel who has constructed a System will designate an entity or other party to act on that Owner's behalf with Amtrak concerning the costs of operation and maintenance of the Systems in that Owner's Development Parcel. Under the Amtrak Agreement such party is called the "***Designated HWA Representative***". It is anticipated that at least initially, the Property Owners Association will serve as the Designated HWA Representative on behalf of all Development Parcel Owners.

Pursuant to the Amtrak Agreement, Amtrak is to provide annually to the Designated HWA Representative, with respect to all Systems for all Development Parcels then constructed and accepted by Amtrak, a proposed operating budget for the Systems for the upcoming calendar year, containing Amtrak's reasonable good- faith estimate of the projected costs for operation, maintenance, repair and renewal of the Systems for such calendar year (the "***Operating Budget***"). The Designated HWA Representative is obligated, subject to provisions in the Amtrak Agreement addressing procedures for dealing with disputed amounts, to pay the costs specified in the Operating Budget to Amtrak. The Designated HWA Representative will be responsible to determine and collect from each Development Parcel Owner, said Owner's aliquot share of the cost of the Operating Budget (each an "***Operating Payment***").

Once the Condominium is established, the Board of Managers will function as the "Owner" of the Property for purposes of the Property Owners Declaration and the Amtrak Agreement. Accordingly, it is anticipated that the Designated HWA Representative will receive the Operating Budget from Amtrak for the Property, and will bill the Operating Payments required thereunder for the Property to the Board of Managers. The Board of Managers will pass the cost to Unit Owners as a Common Expense, payable through Common Charges.

The foregoing does not purport to be a comprehensive summary of the Amtrak Agreement, nor does it purport to address each item in the Amtrak Agreement that may be of concern to each Purchaser. Purchasers are urged and advised to read the complete Amtrak Agreement, a copy of which is available for review in the Sales Office.

Restrictive Declaration; Miller Highway; Transitway Easement

The Restrictive Declaration is a major document governing development of Riverside. Many important items are addressed in the Restrictive Declaration including, without limitation, the type of development permitted, development of the open space and Park Areas, timing of development, affordable housing construction obligations in Riverside, and so on.

Within the context of development of the Park Areas in Riverside, the Restrictive Declaration addresses the possibility that the Miller Highway (also known as the West Side Highway) may be relocated by the City of New York east of where it currently is located. Relocation would be subject to Federal, State and local government approvals.

If the Miller Highway were to be relocated the maximum distance east permitted under the Restrictive Declaration, it would be approximately ten (10) yards from the Building at its closest point (*i.e.*, West 69th Street below the grade elevation of Riverside Boulevard).

Sponsor makes no representation or warranty that the Miller Highway will be relocated by the City of New York, when such relocation will occur if it does occur, how extensive the relocation will be when and if it is undertaken, or how close to the Property the highway would be if it were relocated.

Also under the Restrictive Declaration, the City of New York has the right to request that the Owners of Development Parcels in Riverside grant to the City of New York a light rail easement for construction, operation and maintenance by the City of New York of a light rail system to accommodate expanded rail service (the "***Transitway Easement***"). The anticipated use of the Transitway Easement (which is referred to in the Mapping Agreement, as the "Light Rail Easement") would be for construction, maintenance and operation of a portion of a light rail system by the City of New York, that would serve as a shuttle to the City's rail yards. The Transitway Easement would be located adjacent to and west of the Amtrak Right of Way Parcel. The Transitway Easement would thus be located in essentially the same area as the existing Amtrak Easement.

If the City elects to obtain the Transitway Easement, the area of the Amtrak Easement and the Transitway Easement would become jointly used by the City and Amtrak. The City has acknowledged that the Transitway Easement would not be an exclusive easement for the City and that if the City obtains the Transitway Easement, Amtrak will have the continued right to use the Transitway Easement area for vehicular access for emergency service and repairs to the improvements and equipment located in the Amtrak Right of Way Parcel.

The foregoing does not purport to be a comprehensive summary of the Restrictive Declaration, nor does it purport to address each item in the Restrictive Declaration that may be of concern to each Purchaser. Purchasers are urged and advised to read the complete Restrictive Declaration, a copy of which is available for review in the Sales Office.

Property Owners Declaration; 71st Street Public Access Area

As mentioned elsewhere in this Plan, the Property is situated in Riverside. All Development Parcel Owners in Riverside are members of the Riverside Property Owners Association, Inc. (the "***Property Owners Association***"). The Property Owners Association, and membership in it, is governed by the Property Owners Declaration. As provided in the Property Owners Declaration, the Board of Managers of the Condominium will serve as the "Member" of the Property Owners Association on behalf of the Unit Owners. The Board of Managers will be obligated to appoint a representative to attend meetings of the Property Owners Association and to vote the interest of the Condominium at such meetings.

By taking title to a Unit in the Condominium, a Unit Owner shall be deemed to have designated the Board of Managers to serve as the Member of the Property Owners Association on behalf of the Unit Owner, and shall be deemed to have granted the Board of Managers a power of attorney to implement that authority.

The Property Owners Association was formed, and the Property Owners Declaration was prepared, pursuant to the requirements of the Restrictive Declaration. The Restrictive Declaration requires, among many other things, that Development Parcel Owners develop the Park Areas in conjunction with development of their Development Parcels. As portions of the Park Areas are completed, these portions are to be conveyed to the City of New York.

It is not intended, however, the Board of Managers is to have any obligation to develop the Park Areas, notwithstanding that the Board will be deemed the Development Parcel Owner under the Property Owners Declaration. Sponsor intends, covenants and represents that all Park Area development obligations

imposed on the Development Parcel Owner with respect to the Property under the Restrictive Declaration shall belong to Sponsor, and Sponsor intends to implement same at Sponsor's expense.

The purpose of the Property Owners Association is set out in detail in the Property Owners Declaration. However, the primary functions of the Property Owners Association are to assess Members for the cost of maintaining the Park Areas following their conveyance to the City of New York and to collect these assessments from Members. Funds collected for Park Area maintenance are to be forwarded by the Property Owners Association to the City of New York. The City is obligated under the Restrictive Declaration for the physical maintenance of the Park Areas, following their conveyance to the City, while the Property Owners Association is responsible for the cost of such maintenance.

The Property Owners Association also is empowered under the Property Owners Declaration to acquire, own, hold, operate, maintain and repair the Public Access Areas under the Public Access Easements, and to operate, maintain and repair the Public Access Easements themselves.

However, the Property Owners Declaration provides that in each instance where the Restrictive Declaration imposes on the Property Owners Association the obligation to maintain, repair and replace a Public Access Area (once same is conveyed to the Property Owners Association), and the Public Access Easement thereon (once same is conveyed to the City of New York), this obligation is deemed by the Property Owners Declaration to be delegated to each Owner of a Development Parcel adjacent to or abutting a Public Access Area.

Thus, as concerns the 71st Street Public Access Area, it ultimately will be the obligation of the Board of Managers and the Owner of Parcel A to maintain, repair and replace the 71st Street Public Access Area and the Public Access Easement thereon. As described earlier in this Plan under "Rights and Obligations of Sponsor," Sponsor undertakes to maintain the 71st Street Public Access Area and if then granted, the Public Access Easement thereon, either alone or in conjunction with the Owner of Development Parcel A, but in any event without expense to the Condominium, until such time as the portion of the 71st Street Public Access Area being developed by Sponsor is completed and conveyed to the Property Owners Association.

Pursuant to the Property Owners Declaration, the responsibilities of Development Parcel Owners having the obligation to maintain a Public Access Area and the Public Access Easement thereon include, without limitation, the obligation to procure and maintain casualty and liability insurance thereon, in accordance with the insurance provisions of the Property Owners Declaration.

In addition, the Property Owners Declaration provides that the cost of any real estate taxes respecting a Public Access Area owned by the Property Owners Association shall be paid by the Association directly to the taxing authority, but shall be billed by the Property Owners Association to the Development Parcel Owner having responsibility for the Public Access Area. If more than one Development Parcel Owner has responsibility for a Public Access Area, as will be the case with the 71st Street Public Access Area, then the Property Owners Association will bill the "Dominant Owner" (as defined in the Property Owners Declaration) who shall be obligated to pay the Association. For purposes of the 71st Street Public Access Area, the Dominant Owner is the Owner of Parcel B. Thus, Sponsor initially will be the Dominant Owner and upon establishment of the Condominium, the Board of Managers will be the Dominant Owner, with respect to the 71st Street Public Access Area.

As the Dominant Owner, the Board of Managers also will have primary responsibility concerning insurance, maintenance, repair and replacement of the 71st Street Public Access Area and the Public Access Easement thereon. Accordingly, the Board of Managers will have responsibility for insuring,

paying taxes on, and for implementing and supervising maintenance and repair of the 71st Street Public Access Area (and once granted, the Public Access Easement thereon). Such maintenance and repair will include, without limitation, any structural supports, in accordance with the standards of the NYC Department of Transportation for maintenance of public streets. The cost of insurance, taxes and maintenance and repair of the 71st Street Public Access Area will be shared by the Condominium and the Owner of Parcel A in accordance with the proportion specified in the Property Owners Declaration, as discussed in the following paragraph.

The cost of the Public Access Area obligations described in the Property Owners Declaration with respect to the 71st Street Public Access Area, are to be allocated between the Owner of Parcel B (i.e., initially Sponsor and subsequently the Board of Managers) and the Owner of Parcel A, in accordance with the Property Owners Declaration. Such allocation is to be based on the number of Class Votes attributable to each of Development Parcels A and B relative to the total aggregate Class Votes attributable to both of Development Parcels A and B. ("Class Votes" is defined in the By-laws of the Property Owners Association.) Using this allocation proportion, since Development Parcel B has 92 Class Votes and Development Parcel A has 51 Class Votes, the Condominium will be responsible for paying 64% of the Public Access Area obligation costs, and the Owner of Development Parcel A will be responsible for 36% of these costs. The Board of Managers will bill the Owner of Parcel A for its proportionate share of all insurance, real estate tax, and maintenance and operating expenses associated with the 71st Street Public Access Area and the Public Access Easement thereon. Maintenance and operating expenses are anticipated to include, for instance, those pertaining to day-to-day maintenance and repair as well as those for establishment of reserves for future capital repairs and replacements. It is not anticipated during the first year of Condominium operation that any payments for reserves will be required. The Condominium's share of expenses associated with the 71st Street Public Access Area, and once granted, the Public Access Easement thereon, will be paid by Unit Owners as General Common Expenses.

The Property Owners Association also is authorized under the Property Owners Declaration to own property to the extent necessary to facilitate development of Riverside and to serve as the "Designated HWA Representative" under the Amtrak Agreement on behalf of all Members of the Property Owners Association.

Pursuant to the Property Owners Declaration, all costs incurred by the Property Owners Association are to be allocated proportionately among the Members relative to their interest in Riverside, and paid by the Members to the Association as assessments.

With respect to the Condominium, the costs assessed by the Property Owners Association will be passed to Unit Owners as General Common Expenses of the Condominium, and thus assessed to Unit Owners as General Common Charges.

The Property Owners Declaration provides that since assessments are to be passed on to Unit Owners as Common Charges, each Unit Owner shall be responsible for that Unit's proportionate share of any assessment levied by the Property Owners Association. The Unit Owner's share of the assessment shall be a lien against the Unit. However, if a Unit Owner pays to the Board of Managers the Unit Owner's share of the assessment and the Board pays it over to the Property Owners Association, the Unit belonging to the Unit Owner shall be deemed released from that lien. However, if the Unit Owner fails to pay its share, or if the Unit Owner pays its share and the Board neglects to pay it over to the Property Owners Association, the Property Owners Association may take action against the Board or the Unit Owner to obtain payment.

The Property Owners Association shall be governed by a Board of Directors. Membership and Board voting shall be as described in the By-laws of the Property Owners Association. Under the By-laws,

the Condominium shall be a Class B Member of the Property Owners Association and thus shall have 92 Class Votes out of 1,000 Class Votes of the Property Owners Association, as defined and more fully described in the By-laws of the Property Owners Association.

The foregoing does not purport to be a comprehensive summary of the Property Owners Declaration or the By-laws of the Property Owners Association, nor it purport to address each item in the Property Owners Declaration and By-laws that may be of concern to each Purchaser. Purchasers are urged and advised to read the complete Property Owners Declaration and a complete set of the By-laws of the Property Owners Association, copies of both of which are available for review in the Sales Office.

Operating Agreement

An Amended and Restated Operating Agreement concerning development of Riverside was entered into as of August 26, 1997 by and among all Owners of Development Parcels (the "***Operating Agreement***"). The Operating Agreement governs the development and operation of Riverside. The Operating Agreement binds all "Owners" of Development Parcels. In the case of Development Parcels submitted to the Condominium Act, the Operating Agreement provides that the board of managers shall be the Owner under the Operating Agreement. Accordingly, the Board of Managers of the Condominium shall be bound under the Operating Agreement to serve as the Owner.

Among other obligations under the Operating Agreement, is the obligation of an Owner to pay its proportionate share of "Agreed Expenses." These are expenses that are (i) incurred in operating, maintaining and owning the Common Areas, (ii) not duplicative of sums payable under the Property Owners Declaration and (iii) agreed by a "Majority in Interest" (as defined in the Operating Agreement) of the Owners to be treated as "Common Expenses" under the Operating Agreement. Procedures for challenging this determination are included in the Operating Agreement. "Common Areas" as defined in the Operating Agreement means the portion of Riverside owned by an entity called Hudson Waterfront Associates, L.P., and essentially comprises the Park Areas.

The foregoing does not purport to be a comprehensive summary of the Operating Agreement, nor does it purport to address each item in the Operating Agreement that may be of concern to each Purchaser. Purchasers are urged and advised to read the complete Operating Agreement, a copy of which is available for review in the Sales Office.

Mapping Agreement

The Mapping Agreement delineates Park Areas, new streets to be developed as part of Riverside and various required easements, and addresses, among other things, maintenance of the streets and roads comprising Riverside.

The Mapping Agreement requires that once a Development Parcel Owner completes construction of streets that the Owner is required to construct pursuant to the Restrictive Declaration, the City of New York will accept dedication of these streets (unless the street is a Public Access Area, as described below).

Sponsor is constructing the portions of Riverside Boulevard and West 71st Street abutting the Property. As mentioned above, it is anticipated that the City of New York will accept dedication of Riverside Boulevard.

Sponsor makes no representation, warranty or guarantee that the City of New York will accept dedication of Riverside Boulevard upon completion, in accordance with the requirements in the Mapping Agreement. However, if Riverside Boulevard has not been dedicated at the time of recording the Condominium Declaration, Sponsor or an affiliate of Sponsor will retain ownership of the street, the street will not be part of the Land comprising the Condominium, and Sponsor or its affiliate, as applicable, will undertake responsibility for repair and maintenance of the street. However, no security will be posted by Sponsor to secure this undertaking.

As mentioned above, West 71st Street as same extends into the area of Riverside will be constructed simultaneously with construction of the Building. However, West 71st Street as same extends into the area of Riverside is a "Public Access Area" as defined in the Mapping Agreement and Restrictive Declaration, rather than a public street, and thus will not be dedicated to the City of New York. Specifically, the area extending (i) in height, from the top of the ground floor structural slab of the Building (and from the plane created by extension of that slab to the Development Parcel to Parcel A, which plane will become the top of the ground floor structural slab of a building to be built on Parcel A), inclusive of all waterproofing on the slab(s), through and including the finished surface of West 71st Street and a 15-foot width of sidewalk on either side of West 71st Street, (ii) in width, from the outside face of the northern exterior wall of the Building approximately 60 feet north to a line located at what will be the outside face of the southern exterior wall of the building to be built on Parcel A, and (iii) in length, from the eastern property line of the Property to the western property line of the Property, and including all roadways, roadway structural systems, sidewalks, street signs, street lights and standard street furniture erected in, on or through this area (but excluding any and all planters, as the planters will belong to the building adjacent to which they are installed), and also including all storm drains and pipes located in, on or through this area to and including the pipes' first connection (i.e., to a building main or otherwise), comprises the 71st Street Public Access Area. The 71st Street Public Access Area thus is not part of the Property and will not be part of the Condominium.

Sponsor will construct all but five feet of the 71st Street Public Access Area in conjunction with construction of the Building. The 5-foot portion that will not be constructed by Sponsor is the 5-foot wide band of sidewalk abutting the building to be constructed on Parcel A. That 5-foot wide section of sidewalk will be constructed by the Owner of Parcel A when and if the building on Parcel A is constructed.

Pursuant to the Restrictive Declaration, Mapping Agreement and Property Owners Association, a Public Access Easement must be granted over the 71st Street Public Access Area, once the 71st Street Public Access Area is completed. The Public Access Easement will be a permanent surface level (and above) easement for use by the City of New York and the general public for vehicular and pedestrian access. The rules and regulations of the New York City Department of Transportation ("***DOT***") shall apply to the Public Access Easement in the same manner as if the Public Access Easement were a public street. Thus DOT may place traffic signs within the easement area for regulation of traffic and parking, and all laws pertaining to vehicular and pedestrian traffic and parking shall apply and shall be enforceable by the City of New York, in the same manner as if the Public Access Easement were a public street.

Once all or a portion of the 71st Street Public Access Area is conveyed to the Property Owners Association, even if the Public Access Easement is not yet granted, it will be the obligation initially of Sponsor, as the Owner of Parcel B, and upon establishment of the Condominium, of the Board of Managers, to implement and oversee maintenance and repair of the 71st Street Public Access Area (and, once granted, the Public Access Easement thereon), including any structural supports, in accordance with the standards of DOT for maintenance of public streets. The cost of such physical maintenance and repair will be shared proportionately by the Condominium and the Owner of Parcel A, as described above under the discussions about the Property Owners Association and the 71st Street Public Access Area.

The Mapping Agreement also requires that any deeds for property in Riverside obligate the grantee to comply with the Mapping Agreement while grantee owns property in Riverside. Accordingly, all Unit deeds will contain an appropriate provision.

Another provision of the Mapping Agreement may impose on the Board of Managers, as Sponsor's successor, the responsibility to maintain and repair the sidewalks adjacent to the Property, and the obligation to hold the City of New York harmless for failure to comply with this maintenance and repair obligation and for any tort liability arising out of failure to maintain and repair. The Mapping Agreement requires maintenance of "adequate" liability insurance protecting the Board of Managers and all Unit Owners and the City for accidents occurring on the sidewalk. Specific insurance provisions are mandated in the Mapping Agreement. The costs of complying with the requirements of the Mapping Agreement are included in the Condominium's projected operating budget contained as Schedule B to this Offering Plan.

The foregoing does not purport to be a comprehensive summary of the Mapping Agreement, nor does it purport to address each item in the Mapping Agreement that may be of concern to each Purchaser. Purchasers are urged and advised to read the complete Mapping Agreement, a copy of which is available for review in the Sales Office.

Distinctive Sidewalk Improvement Maintenance Agreement

The sidewalks adjacent to the Property are being constructed with tinted rather than white concrete. This qualifies the sidewalks as "distinctive sidewalk improvements" within the parlance of the New York City Department of Buildings. Accordingly, as with any building in the City of New York constructed with similarly tinted sidewalks, the Department of Buildings will require that a "Distinctive Sidewalk Improvement Maintenance Agreement" (the "***Sidewalk Agreement***") be entered into with respect to maintenance of the sidewalks. The Sidewalk Agreement will either be entered into by Sponsor with the City of New York and assigned to the Board of Managers or will be entered into directly by the Board of Managers and the City of New York after the date of the First Unit Closing.

A copy of a form of Sidewalk Agreement substantially in the form the Condominium will be required to execute, is contained in Part II of the Plan.

Parcel A Easement

Due to certain site conditions at Riverside, it will be necessary for Sponsor to construct, simultaneously with and as part of the Building, utility rooms and facilities that will be for the use of the building ultimately constructed on Parcel A. These rooms and facilities are referred to collectively as the "***Parcel A Utility Space***." The Parcel A Utility Space will be located in the cellar level of the Building under the 71st Street Public Access Area. The Parcel A Utility Space will include space for an electricity manhole cover and a gas and water meter room, as well as space for Con Edison electricity vaults. The Owner of Parcel A will be granted a perpetual easement for access to and use of the Parcel A Utility Space and certain conduits running between the components of the Parcel A Utility Space. The easement agreement will describe the procedures governing use of and access to the Parcel A Utility Space. It is not anticipated that use of the easement by the Owner of Parcel A will interfere with the normal use and operation of the Condominium.

Superintendent's Unit

At or after the closing of the first Residential Unit under this Plan, Sponsor will convey to the Board of Managers title to Unit 1A, for the Board to use for occupancy by the Building superintendent.

The purchase price for Unit 1A (the ***"Superintendent's Unit"***) is anticipated to be $775,000. The Board will not be obligated to pay any monies down on account of the sale, but instead will execute and deliver a purchase money note and mortgage to Sponsor or an institutional lender designated by Sponsor in the full amount of the purchase price.

The note will bear interest at the then prevailing rate for a 30-year fixed-rate self-amortizing loan. For purposes of this discussion and the budget included as Schedule B in this Plan, the rate used is 9% per year. Debt service will be due and payable monthly on the first of the month in the amount of approximately $6,240 per month. The mortgage will be self-amortizing over a period of thirty (30) years.

Sponsor will pay for title insurance for the Board's ownership of the Superintendent's Unit, and will pay all transfer taxes and recording fees in connection with this conveyance.

As of the date the Board of Managers acquires title to the Superintendent's Unit, the Board will become responsible for real estate taxes and Common Charges attributable to the Unit, as well as for the cost of electricity consumed in the Unit and the superintendent's cost of parking one car in the garage located in the Garage Unit.

The cost of debt service, real estate taxes, Common Charges, electricity and parking fees attributable to the Superintendent's Unit will be a General Common Expense, and is budgeted for as part of the projected operating budget for the first year of Condominium operation contained in Schedule B to this Plan.

T. IDENTITY OF PARTIES

Sponsor

Sponsor, Hudson Waterfront Company B, LLC, is a Delaware limited liability company, with offices at 725 Fifth Avenue, New York, New York 10022. The sole member of Hudson Waterfront Company B, LLC is Hudson Waterfront Associates II, L.P., a Delaware limited partnership ("***HW II***"). The sole general partner of HW II is Hudson Waterfront II, Corporation ("***HW II Corp.***"), a Delaware corporation. HW II Corp. is owned by eleven Delaware corporations, which are owned by British Virgin Islands ("***BVI***") corporations. The shareholders of the BVI corporations are based in Hong Kong. The majority limited partner of HW II is Hudson Westside Associates II, L.P., whose partners are American corporations owned by Hong Kong principals. The minority limited partner of HW II is Donald J. Trump.

Sponsor was formed in Delaware on August 7, 1997. The certificate of limited partnership for HW II was filed in Delaware on November 14, 1994, as was the certificate of incorporation for HW II Corp.

Paul VanDien Davis is a Vice President of HW II Corp. and is the principal with active responsibility with respect to this Offering Plan. Sponsor has not previously been involved in offering condominiums or other cooperative interests in realty for sale in or from the State of New York. However, HWII and HWII Corp. are the sole member and the sole general partner of the sole member, respectively, of Hudson Waterfront Company C, LLC, the sponsor of the condominium offering currently in progress at 200 Riverside Boulevard at Trump Place, which is also part of Riverside.

Development Consultant

Trump/New World Project Management, L.P. ("***Trump/New World***"), a joint venture comprising two parties affiliated with Sponsor, has been engaged by Sponsor as a development consultant to coordinate design and construction elements of the project. Trump/New World includes only parties affiliated with Sponsor. However, not all parties affiliated with Sponsor are included in Trump/New World. Donald J. Trump is a principal of Trump/New World, as is New World Project Management, Ltd., whose principal is Henry Cheng. Trump/New World has no role with respect to the marketing and sale of Units at the project. This responsibility has been contracted by Sponsor to The Marketing Directors, Inc., as described below. Trump/New World's responsibility is limited to project design and construction consultation and coordination.

Attorneys for Sponsor

Sponsor retained the law firm of Robinson Silverman Pearce Aronsohn & Berman LLP, located at 1290 Avenue of the Americas, New York, New York 10104, to represent Sponsor in connection with this Plan. That firm prepared the Plan and certain documents contained and/or summarized therein.

Sponsor retained the law firm of Pottish Freyberg Marcus & Velazquez located at 641 Lexington Avenue, New York, New York 10022, to apply for real estate tax abatement and exemption benefits for the Property, under Real Property Tax Law §421-a, and to represent Sponsor in connection with tax *certiorari* proceedings. This firm furnished the Real Estate Tax Counsel's Opinions found in Part II of the Plan.

Architects and Engineers

Costas Kondylis & Associates, P.C., located at 31 West 27th Street, New York, New York 10001, serves as the architect of record for the Condominium. Costas Kondylis & Associates, P.C. has vast experience in working with an array of real estate developers and government agencies. Some of the buildings Costas Kondylis & Associates, P.C. has recently designed include 200 Riverside Boulevard at Trump Place, The Brittany (92nd Street and York Avenue), Trump Plaza (61st Street and Third Avenue), Manhattan Place (36th Street and First Avenue), 279 Central Park West, The Horizon (37th Street and First Avenue) and Trump International Hotel and Tower (former Gulf + Western Building).

I.M. Robbins, P.C., located at 310 Madison Avenue, New York, New York 10017, is the mechanical and electrical engineer for the project and Rosenwasser-Grossman, Consulting Engineers, P.C., located at 132 West 36th Street, New York, New York 10018, is the structural engineer for the project. Among the many projects with which I.M. Robbins has been involved are 200 Riverside Boulevard at Trump Place, Trump Palace, ABC Office Complex, Carnegie Hill Apartments, Parker Meridian Hotel and Trump Plaza. Some of Rosenwasser-Grossman's projects are 240 East 39th Street, Trump Palace, The Four Seasons Hotel, Metropolitan Tower and 1992 Broadway, all of which are in Manhattan.

Construction Consultant

Bovis-Lend Lease, LMB, Inc. located at 200 Park Avenue, New York, New York 10016, is the construction consultant for the project. Bovis-Lend Lease has been engaged in the construction business since 1979. Buildings constructed or renovated by Bovis-Lend Lease in Manhattan include Grand Central Terminal, The Statue of Liberty, 17 State Street and various residential buildings including Lincoln Square, Lincoln Triangle, 1965 Broadway, The Sienna, The Concerto, Manhattan West, 180 Riverside Boulevard at Trump Place, 160 Riverside Boulevard at Trump Place and Trump World Tower at United Nations Plaza.

Selling Agent

The Selling Agent for the offering plan is The Marketing Directors, Inc., a licensed real estate broker in the State of New York, located at 750 Lexington Avenue, New York, New York 10022.

The Marketing Directors' experience with new construction luxury residential condominium projects in Manhattan includes: 200 Riverside Boulevard at Trump Place, Two Columbus Avenue, The Siena, The Horizon, The Promenade, Three Lincoln Center, The Bromley, Manhattan Place and The Oxford on Seventy-Second. These projects are similar to the Condominium.

U. REPORTS TO UNIT OWNERS

All Unit Owners will be entitled to receive annually from the Board of Managers copies of:

(1) The proposed annual budget of the Condominium at least two weeks before the date set for adoption of the budget by the Board of Managers (which budget will be certified as adequate for the purposes and period for which it is projected while Sponsor controls the Board of Managers);

(2) An annual audited financial statement prepared by a certified public accountant; and

(3) Notice of the annual meeting of Unit Owners, to be sent to Unit Owners not less than ten (10) days before the meeting.

V. DOCUMENTS ON FILE

In accordance with Section 352-e (9) of the General Business Law, copies of this Plan and all documents referred to herein and all exhibits submitted to the Department of Law in connection with the filing of this Plan will be available at the offices of Sponsor or at another designated location for inspection and copying by actual and prospective purchasers of Units, and shall remain available without charge, and copying at a reasonable charge, for a period of six (6) years following the first Residential Unit closing. Copies of all documents filed in connection with the recording of the Declaration shall be delivered to the Board of Managers at the time Sponsor turns over control of the Board to non-Sponsor Unit Owners.

W. GENERAL

There are no lawsuits or administrative or other proceedings now pending the outcome of which would materially affect this offering, the Property, the Condominium, the operation of the Condominium or Sponsor's capacity to perform its obligations under the Plan, which have not been disclosed herein.

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that Sponsor will not discriminate against any person because of marital status, disability, race, creed, color, age, national origin, sex, sexual preference, or ancestry in the sale of Units offered by the Plan or in the leasing of any Unit.

X. SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor represents that to the best of its knowledge, the Description of Property set forth in Part II, Section AA accurately summarizes the general nature of the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction. The description of Property was prepared by Costas Kondylis & Associates, P.C., and is included in the Plan with the consent of said firm.

HUDSON WATERFRONT COMPANY B, LLC
SPONSOR

OFFERING PLAN

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220 RIVERSIDE BOULEVARD
AT TRUMP PLACE

220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK

PART II

1. ARCHITECT'S DESCRIPTION OF PROPERTY & SPECIFICATIONS

Section 20.7

DESCRIPTION OF THE PROPERTY AND BUILDING CONDITION:

220 Riverside Boulevard
New York, New York 10069

A. Location and Use of the Property:

1. Address: 220 Riverside Boulevard
New York, New York 10069
Borough of Manhattan

2. Block/Lot Number: Block 1171, Lot 121 (Tentative)

3. Zoning: C2-5 (R.10 Equivalent)

4. Permissible Uses: Use Groups as Per New York City Zoning Resolution
Residential - J.2
Professional Office - C
Garage - B.2

B. Status of Construction:

1. Class of Construction: Erected Class (Class 1B - Fireproof), conforming to all applicable regulations of the Building Code of the City of New York, including Local Law 17/95, Seismic Building Design.

2. Status of Construction: The plans and specifications have been filed with the New York City Department of Buildings. All required approvals and permits have been obtained. The construction of the building is anticipated to commence in December 2000, and it is scheduled to be substantially complete on or about the third quarter of 2002.

3. Certificate of Occupancy: A Temporary Certificate of Occupancy will be issued prior to initial occupancy.

4. Permits and Description: The Project will comply with Local Law 58/87 and Title 26 The Americans with Disabilities Act, handicap accessibility requirements throughout.

C. Site:

1. Size: The size of the 220 Riverside Boulevard building parcel is approximately 47,795 square feet.

2. Number and Use of the Building: One new building will be erected which will contain residential apartments from the 3rd Floor to the 50th Floor (Penthouse 4). The 1st Floor will contain a Residential Lobby, Function Room, Billiard Room/Study, a Health & Fitness Center, Children's Play Room, building service areas, Professional Office, as well as an entrance ramp to the parking garage. Refer to Exhibit #2, for floor plan information.

3. Streets: The building is abutted by the West 71st Street, (Public Access Easement), to the North, West 70th Street to the South, existing buildings to the East and Riverside Boulevard to the West. The main residential entrances to the building are on Riverside Boulevard and West 70th. Street. Riverside Boulevard is a new street made of a steel and concrete bridge structure. This new street will be owned and maintained by the City of New York. West 71st Street is a private street with a Public Access Easement. All public streets will have steel faced curbing, private streets will have concrete curbs. New street lighting, approved by the City of New York, will be installed on all new streets.

4. Sidewalks and Ramps: The sidewalks adjacent to the property are to be new tinted concrete sidewalks. These "Distinctive Sidewalks" also include special scoring of the concrete along Riverside Boulevard, 71st and 70th Streets. A Distinctive Sidewalk Improvement Maintenance Agreement between the Condominium Association and the City is required. Sidewalks are pitched to drain to catch basins in the public streets. Street lighting will be provided by new NYC approved curbside light poles.

   One vehicular ramp, entered from West 70th Street, will serve the parking garage. It will be constructed of concrete with concrete curbs.

D. Utilities

1. Electricity:

Electricity will be provided by Consolidated Edison Company ("Con Edison"), a regulated company. The total electricity consumed for the Residential portion shall be master metered by Con Edison. Each Residential Unit (including the electricity required to power the Fan Coil Units and any supplemental electric heating elements or heaters located in the same) shall be separately metered, using Electronic Computerized Metering for each Residential Unit's charges. The electricity consumed in the Residential Common Areas of the building (including the Health and Fitness Center), will be metered by the Con Ed Master Meter, and the cost of the same will be borne by the Residential Unit Owners as a Common Expense. The Professional Office Unit and Garage Unit will be separately metered by Con Edison and paid for by the Owner of such Unit or their tenant. Finally, the electricity consumed in the Public Areas of the building (including the exterior ornamental lighting, Boiler Central Plant and Air Conditioning Central Plant including the Cooling Tower) and other General Common Areas will be metered and borne by all of the Unit Owners as a General Common Expense.

2. Gas:

Gas will be provided by Con Edison. Any gas consumed in the Garage Unit, or Professional Office Unit, will be separately metered, or sub-metered, and paid for by the Owner of such Unit or their tenant. The cost of the gas consumed in the balance of the residential portion of the Building, (including all gas used for cooking or heating purposes in the Residential Units), will be borne by the Residential Unit Owners as a Common Expense. The cost of gas consumed in the Boiler Central Plant for heating and hot water, or used in other General Common Areas shall be Master Metered by Con Edison and the cost of same will be borne by all of the Unit Owners as a General Common Expense.

3. Water and Sewer:

Water and sewer service will be provided by the City of New York. Any water consumed in the Professional Office Unit and Garage Unit will be separately sub-metered, and the charges for such water and the corresponding sewer rents will be paid for by the Owners of such Units or their tenants. The charges for water and sewer services provided to the Residential Units, and in the Residential Common Areas of the building will be levied on the basis of Master City Meter and borne by the Residential Unit Owners as a Common Expense. Water and sewer service provided to the General Common Areas will be allocated and borne by all of the Unit Owners as a General Common Expense.

4. Telephone:

Telephone service will be provided by Bell Atlantic and/or other regulated companies. Each Unit Owner will be required to pay the telephone charges associated with his or her unit. Similarly, the charges with respect to the telephones in the Professional Office Unit, and Garage Unit will be separately paid for by the Owners of such Units. The telephone charges with respect to the Residential Common Areas of the Building (such as the Concierge's desk and Health and Fitness Center) will be borne by the Residential Unit Owners as a Common Expense. The telephone charges with respect to General Common Areas (such as Maintenance Offices, shops, etc.) will be borne by all Unit Owners as a General Common Expense.

5. Cable Television:

Cable television service will be provided by a local cable television company. Each Residential Unit Owner will have the option of obtaining cable television service from either Time-Warner Cable or from a digital satellite television service, (DSTS), provider who has been granted access to the building. Each Unit Owner who desires to obtain such service or services will be required to pay the cable company or DSTS provider for activating the wiring in his or her Unit and for installing the appropriate receptacles. Thereafter, the Unit Owner will be required to pay a monthly service charge to the cable company or the DSTS provider, which will vary depending upon the services subscribed to by the Unit Owner.

6. Data Transmission:

All Residential Units throughout the building have been pre-wired for "Hi-speed Internet Access". All charges with respect to providing this service will be paid separately by the Owner of such Units.

7. Drains:

All roof areas will be provided with cast iron roof and area drains which will discharge through internal cast iron leaders into building storm drains.

E. Sub-Soil Conditions:

The site is covered by a layer of fill ranging from ten to twenty-five feet in depth. The fill is made up of sand, gravel, silt, rock fragments, boulders, cinders, bricks, and debris. The west part of the building is underlain by a stratum of organic silt which increases in thickness up to twenty-five feet at Miller Highway. Beneath the silt stratum there are occasional zones of sand mixed with variable amounts of silt and rock fragments, below which lies Manhattan Mica Schist bedrock, the upper portion of which is weathered to variable degrees.

The groundwater table was reported to be in the fill layer at elevations ranging from Elev. +5 immediately west of the existing stone wall at the eastern limit of the site to Elev. +0.5 along the western edge of the building. Some of the groundwater observations were made soon after completion of the borings and may not reflect static conditions. Furthermore, the groundwater level may vary with the seasons or the amount of precipitation. The 100-year flood elevation is +7.25. All elevations given are referenced to the Borough President of Manhattan Datum which is 2.750 feet above mean sea level at Sandy Hook. The lowest building level is Sub-Cellar 3 El. +7.75.

F. Landscaping:

1. Streetscape

Precast concrete planter boxes, approximately 3'-0" x 7'-0" in size, will be placed along the north side of 70th Street, the south side of 71st street and the east side of Riverside Boulevard. Planters shall also be placed on either side of the building entrance on 70th Street. Varied species of trees and plants will be placed in these planters. The cost of maintenance of these landscaping elements shall be borne by all of the Unit Owners as a General Common Expense.

2. Courtyard

The interior courtyard, located at the first floor level of the building is a Residential Common Area, and it is landscaped with a varied mixture of trees, ground cover and seasonal plantings. The courtyard also includes a fountain / water feature and reflecting pool. The area around the plantings and water feature are paved with a mixture of crushed stone and stone pavers, refer to Exhibit #1. The building structure incorporates a slab depression of approximately 36" in order to accommodate a significant amount of earth fill and planted material.

The cost of the maintenance and utilities for the courtyard will be borne by the Residential Unit Owners as a Common Expense.

G. Building Size:

1. Total Height:

The Building is approximately 530.16 feet in height from the highest average curb elevation to the top of the highest main roof, and 542.25 feet above the Residential Lobby floor elevation.

2. Cellar/Sub-cellars:

There is a Cellar and three Sub-Cellar levels with ceiling heights that vary, refer to Exhibit #2.

3. Number of Floors:

There are 48 levels above grade including the 1st Floor which includes Professional Office, Garage and Residential uses, refer to Exhibit #2.

4. Equipment Rooms

Equipment rooms are located on the Cellar and three Sub-Cellar levels and rooftop mechanical equipment rooms and roof bulkheads. Refer to Exhibit #2 for floor plan information. The height from top of roof slab to top of water storage tank enclosure is 47'-11-1/2".

5. Parapet Heights:

Height from top of roof finish to top of parapet coping and/or railing will be a minimum of 3'-6".

6. Occupancy:

1. There will be 441 residential condominium units in the building.

2. Residential, Professional Office uses and Garage Ramp occupy a portion of the 1st Floor. A portion of the Cellar and Sub-cellars will be used for Garage, Mechanical Equipment Rooms, Superintendent's Office and Workshop, building staff toilets, lockers and Storage, refer to Exhibit #2.

H. Structural System:

1. Foundation:

Reinforced concrete foundation walls, columns and shear walls are to be supported by steel piles bearing on bedrock. Spread footing are provided where rock strata is close to lowest cellar level.

2. Superstructure:

Building is constructed of reinforced concrete, flat plates, beams and columns. Wind forces are resisted by reinforced concrete shear walls. The east portion of the building is constructed over the Amtrak Railroad Right Of Way (R.O.W.) The structure spans over the R.O.W. by utilizing precast concrete planks bearing on reinforced concrete walls at the Cellar Floor level.

3. Wall Construction:

Floors 1-5: The majority of the exterior walls will be 6" thick precast concrete panels, metal studs with R-11 fiberglass insulation and 5/8" gypsum wall board finish. The remainder of the exterior walls will be masonry cavity walls consisting of nominal 4" exterior brick; 2" airspace; nominal 6" concrete block; ½" airspace; metal studs with R-11 fiberglass insulation and 5/8" gypsum wall board finish.

Floors 6-PH 4: The exterior walls will be masonry cavity walls consisting of nominal 4" exterior brick; 2" airspace; nominal 6" concrete block; ½" airspace; metal studs with R-11 fiberglass insulation and 5/8" gypsum wall board finish.

4. Windows: Exterior windows will be custom aluminum thermal-break casement type windows with double-pane insulated glass, and will be painted with PPG Industries "Duracron 600" or equal. Manufacturer to provide a 10 year warranty on the paint.

5. Storefront A custom aluminum storefront system will be installed on the first floor of the building. Double-pane insulated glass system with integral metal panels will be installed in the Lobby, Residential, Professional Office and Health Club areas.

6. Landmark Status: None.

7. Parapets and Copings The roof parapet construction is precast concrete or reinforced concrete and masonry with precast concrete copings and/or painted aluminum copings and railings.

8. Chimneys and caps The building will have two trash compactors and rubbish chutes, 16ga. Type: AL/Steel, with explosion vents and metal flashing collars. Bathroom, kitchen and laundry exhaust vents will be provided with central fan systems exhausting to the exterior. There is one chimney serving the two main boilers. The chimney is a Van-Packer Model:HT, with a 26.ga. aluminized steel jacket and a 4" thick refractory lining.

9. Rooftop Terraces A portion of the roofs at the 6th, 9th, 16th, 21st, 29th, and 31st. floors will be used for private terraces. Rooftop terraces will be provided to the following units:

Floor #	Unit #
6	E, F, G
9	R,
16	J, L, M, N
21	A, B, G
29	A,G
31	A,D

These terraces are constructed of poured-in-place concrete and will be finished with precast concrete pavers over a membrane roofing system. Terrace railings will consist of metal rails and posts. Parapet railings will consist of metal railings attached to reinforced concrete parapets. Doors to terraces will be aluminum and glass doors. Cast iron roof drains and a frost-proof water spigot will be provided for each unit's terrace as well as a GFI receptacle and exterior incandescent lighting.

10. Exterior Entrances:

A main building entrance located on West 70th Street will have balanced swing doors with stainless steel frames and 1/2" tempered glass. Over the main entrance is a 19 ft x 19 ft canopy made of steel and finished in polished stainless steel and integral downlighting. A second building entrance will be located on Riverside Boulevard. Exterior stairwell and roof access doors are painted flush panel hollow metal 1-3/4" thick 1½ HR fireproof doors with metal frames. Entrance to the Professional Office Unit is aluminum storefront type doors with full vision tempered plate glass panels.

11. Service Entrance:

The service entrance, located on West 70th Street, is aluminum storefront doors with full vision tempered plate glass panels.

12. Garage Entrances:

The entry doors to the parking garage, located on West 70th Street, will be galvanized steel roll-up garage-type doors with paint finish. The parking garage contains parking for 380 cars, on the Cellar and the three Sub-Cellar levels.

13. Roof and roof structures:

The roofing system will be an Insulated Roof Membrane Assembly (IRMA) roof comprised of fluid-applied waterproofing installed below extruded polystyrene board, with gravel ballast and/or concrete roof pavers.

Stair, elevator and mechanical equipment bulkheads will be constructed of masonry-facebrick with back-up concrete block, and IRMA roof system.

Roof flashing will be as follows: base flashing, fluid-applied waterproofing membrane, stainless steel counter-flashing, and neoprene drain flashing.

The waterproofing of the interior court located at the First Floor level will have a manufacturer's warranty for a period of 20 years. All other roofs will have a manufacturer's warranty of 10 years.

14. Fire Escapes:

None.

15. Yards and Courts: There is to be constructed, an interior court on the roof slab above the Cellar Floor level. The courtyard finish is earth fill, granite pavers or crushed stone over a protected membrane roof. The interior court is to be landscaped and will have an integral water feature. There are to be no yards.

16. Interior Stairs: There are three main fire egress stairs in the building with additional stairs in the Cellar and Sub-Cellars. The stair enclosures will be constructed of reinforced concrete and/or concrete block and/or gypsum wall board and will be painted. Painted steel tube handrails will be provided.

17. Interior Doors/Frames: The entrance door to each Residential Unit will be 1 3/4 thick F.P.S.C. 1-1/2 hour rated, hollow metal, STC 35 , with hollow metal frames, with non-combustible granite saddles. Interior doors within the Residential Units will be solid core wood doors with hollow metal frames, wood or marble saddles per the door schedule. Bi-folding closet doors within the Residential Units will be $1\frac{3}{8}$" hollow core doors.

All public corridor doors and frames will be painted flush-panel hollow metal doors. Stair hall doors and frames will be painted flush-panel hollow metal, 1-3/4" thick, F.P.S.C. 1-1/2 hour rated, with wire-glass vision panels, with non-combustible saddles.

All roof access and cellar doors and frames are painted flush-panel hollow metal, 1-3/4" thick, F.P.S.C. 1-1/2 hour rated with non-combustible saddles and wire-glass vision panels.

18. Elevators: Elevators are configured as follows:

	Passenger Elevators PE #1 to 3, New York City	*Service Elevator, SE #4, New York City*	*High Rise Passenger Elevators, PE # 5 & 6,CE#7 New York City*	*Service Elevator, SE #8, New York City*
Quantity	three (3)	one (1)	three (3)	one (1)
Type	passenger	service	passenger	Pass/Service
Capacity in pounds	2,000	3,000	5 & 6 - 2,000, 7 - 2,500	4,000
Speed (fpm)	400	400	1000	150
Travel in Feet	194'-5"	213'-5"	494'-8"	40'-6"
Number of Landings	19	21	32	3
Number of Openings	19	21	32	3
Floors Served	cellar, 1st. thru 18th.	SC2 thru 18	Cellar,1st, 19th thru PH 4	SC1, Cellar and 1st. Floor
Openings	All Front	20 Front, 1 Rear @ 1st. Fl.	All Front	1 Front @ 1st. Fl. 2 Rear @ Cellar and Sub-Cellar
Operation	3 Car group automatic	Simplex selective collective	3 Car Group automatic, with CE 7 having simplex selective collective cap.	Simplex Selective Collective
Control	Variable Voltage Variable Frequency	Variable Voltage Variable Frequency	Variable Voltage Variable Frequency, or with Solid State Motors	AC for Hydraulic
No. of Push button risers	one (1)	two (2)	one (1)	two (2)
Platform size	5'- 1" x 6'-0"	5'-1" x 6'-8"	6'-0" x 5'-2" 7'-0"x5'-2"	6'-0"x7'-0"
Guide Rails	Roller	Roller	Roller	Roller
Buffers	2 (oil)	2 (oil)	Oil	Oil
Cab Enclosure	Custom	Metal Panel	Custom	Metal Panel
Car door size	3'- 0"x 8'- 0"	4'- 0"x 8'- 0"	3'- 0"x 8'- 0"	4'-0"x7'-0"
Hoistway door size	3'- 0"x 8'- 0"	4'- 0"x 8'- 0"	3'- 0"x 8'- 0"	4'-0"x8'-0"

Door Operation	Single speed	two-speed	single speed	two-speed
Fixture and Signals	Plastic w/ BrassPlate & tamp. Prf. screws	Vandal Resistant	Plastic w/ Brass Plate & tamp. Prf. screws	Vandal Resistant
Machine Type	Traction G4A	Traction G3A	Gearless Traction	Hydraulic Pump
Machine Location	Overhead	Overhead	Overhead	Lowest Level
Power Supply	460-3-60	460-3-60	460-3-60	460-3-60
Power Drive	VVSCR Drives	VVSCR Drives	VVSCR	Hydraulic Pump

19. Passenger Elevator Cabs: Passenger elevator cabs are to be custom fabricated, finished in hardwood veneers and trimmed with satin brass and marble.

I. Auxiliary Features:

1. Laundry Room: There is a stackable washer and dryer in each unit manufactured by Whirlpool Model LTE6234D, or approved equal.
In addition a common laundry room will be provided on the Cellar Level of the building.

2. Refuse Disposal The refuse chute(s) will be located off the public corridor on each residential floor in a central location(s).

Two Service Halls on floor 3 thru 20 and one Service Hall on each Residential floor 21 through PH4 contains a trash chute for rubbish removal.

Residential Occupants will collect their refuse and discard it into the chute which feeds into a hydraulically operated ram-type compactors located in Compactor Room on the Sub-Cellar 1 level. Compactor capacity shall be approximately 3,000 lb. per 24 hours. Compactors may be "Royal-Crusher" by Royal-Pak Systems or equal.

Once it is processed by the compactor, the Building's refuse will be stored in the compactor room until it is brought to street level for carting by N.Y.C. Dept of Sanitation. The compactors, when installed, will receive all necessary government approvals.

3. Health & Fitness Center: There will be a Health and Fitness Center located on the 1st floor lobby level. The facility will be available for use by the Residential Unit Owners, and will contain separate Men's and Women's locker rooms which will each contain sauna, steam and massage therapy rooms. The Health and Fitness Center will also contain a main exercise room with related equipment and a 12x50 indoor lap pool. The pool has a capacity of approximately 18,350 gallons, and is constructed of a stainless steel liner on steel dunnage bearing on reinforced concrete transfer beams.

4. Children's Playroom: There will be a Children's Playroom located on the 1st Floor of the building adjacent to the Main Lobby. The room will be outfitted with play and activity equipment for use under parental supervision.

5. Function Room: A Function Room will be located on the 1st Floor. This space will be available for use by the Residential Unit Owners, for social and / or business events. The Function Room will incorporate a kitchen and toilet facilities.

6. Billiard Room/ Study: There will be a Billiard Room on the 1st Floor of the building, and will be available for use by the Residential Unit Owners.

J. Plumbing and Drainage

(i) Water Supply: A 6" inch domestic water service is provided from the City water main to two (2) house pumps, each 200 GPM against 496 ft. Head. Water service piping is "CLASS 150" cast iron. The house pumps supply a pair of roof tanks. Water distribution is upfeed from 46th. to PH 4, down-feed from 45th. to 21st. floor, up-feed from 5th. to 20th. floor and down-feed for 5th. to 2nd. floor. Water distribution piping is "TYPE -L" copper. Water distribution in the building will be assisted by a booster pump having the rated capacity to provide a minimum 25 psi pressure at the PH 4 Floor. Master pressure reducing stations are provided for each up-feed zone.

(ii) Fire Protection System:

(a) Standpipe: (1) 6" fire standpipe riser located in fire stair with valved outlet on floors 21 - PH 2. (2) 6" fire standpipe risers on floors 6 -20. (4) 6" fire standpipe risers on floors Cellar # 3 to 5th floor.

Building is provided with 750 GPM manual and a 500 GPM automatic fire pump supplied by two (2) 6" street main services. The Fire pumps serve the fire standpipe system.

b) Hose racks are located at all Cellar, SC1, SC2, SC3 and 1st floor levels. Locked firehose cabinet is provided at the 1st Floor, Lobby Level, for the Residential Floors.

(c) Sprinkler heads are provided through-out the entire building, including all 1st floor spaces, Lobby, Health Club, Professional Offices. All Residential Floors be sprinklered, as well as all lower levels, Cellar, SC1, SC2 & SC3 levels, Compactor Room, Refuse Storage, Refuse Chute Vestibules and at alternate floors in compactor chutes. Sprinklers are all supplied from a Standpipe System. All unheated spaces, such as garage areas and storage units, will be protected by a dry pipe system. The building will have 3 x 3 x 5 Siamese Fire Department connections, as required by New York City Building Code.

(d) Siamese connection: Three 3x3x5 Siamese FD connections, at Riverside Boulevard, 71st Street and 70th Street are provided for standpipe and sprinkler.

(iii) Water Storage Tanks and Enclosures: Cedar roof water tank for domestic water supply and fire-standpipe supply.

(a)	Number:	One roof tank
(b)	Size:	22'-5" I.D. x 19'-10" High
(c)	Material:	Cedar exterior and interior.
(d)	Access:	Via steel ladder from Mechanical Room Roof.
(e)	Capacity:	Total capacity = 30,000 gallons. Fire reserve = 10,000 gallons.

(iv) Water Pressure: Water pressure for the upper zones is provided by elevated roof tank and booster pump. The anticipated minimum pressure on upper zone is 25 psi. Water pressure for lower zones is maintained by master pressure reducing valves with an anticipated minimum pressure of 25 psi. at top of each riser.

(v) Sanitary Sewage System: All sanitary drainage is connected to public street sewer. A duplex sewage ejector 250 GPM against 68 ft. head is provided for sanitary fixtures below house sewer level.

(a) Sewage Piping: No hub cast iron piping for all waste and vent. Two 15" sanitary house trap connected to existing New York City Sewer System at 70th & 71st Streets.

(b) Sewage Pumps: Duplex sewage ejector, 250 GPM against 68 ft. head located below grade at lowest point of building for toilets and floor drains below the grade of the house sewer.

(c) Sewage Disposal: Via - 15" house sewer discharging into existing city sewer.

(vi) Permits Required: Approval has been obtained from the City of New York for two (2) 15" storm and sanitary sewers, one (1) 6" domestic water, and two (2) 6" fire pump water services.

(vii) Storm Drainage System: No-hub cast iron piping connected to house traps and discharging into city sewer below Riverside Boulevard.

(a) Catch Basins: N/A

(b) Yard and Roof Drains: Drains required at 71st Street Public Access Easement, landscaped courtyard at first floor, tank level roof, all roofs and at terraces, drains are connected into leaders and storm drainage system.

(c) Piping: No-hub cast iron.

(d) Ejector pumps: Sewage ejector drains at Sub Cellar 3 level which are below the grade of the house sewer, 250 GPM against 50 ft. head.

K. General:

Heating and air conditioning, will be provided to the Residential Units by circulating hot or chilled water through perimeter fan coil units. Each fan coil unit will be powered through the Residential Units electrical panel and will be provided with an electric heating element for intermediate season heating when air conditioning is being provided.

The rated capacities of the various types of fan coil units to be installed in the Residential Units are indicated on the Mechanical Drawings.

Reference should be made to the building plans and specifications for the type of fan coil units to be installed in the Residential Units.

The Central Boiler and Chiller Plant are designed to provide sufficient heat to maintain inside conditions of 70 degrees Fahrenheit when the outside conditions are 15 degrees Fahrenheit and sufficient air conditioning to maintain inside conditions of 78 degrees Fahrenheit and 50% relative humidity when the outside conditions are 89 degrees Fahrenheit dry bulb and 73 degrees wet bulb.

The system is designed to meet the requirements of the New York State Energy Code.

L. Heating:

The hot water used in the central space heating system will be produced by two steam to water converters. This hot water will be piped through Schedule 40 steel pipes, which will be both welded and screwed with 125 pound and 300 pound fittings depending on pressure. Steam is generated in two (2) Cleaver-Brooks CB-600 (600 H.P. / 20,085 MBH) Scotch Marine Boilers with Forced Draft Air Atomizing Burners and distributed to heating system control valves and hot water heaters.

Boilers utilize #2, #3 #6 oil, and gas. One (1) 20,000 gallon fuel oil tank is located at Sub-Cellar 3 level. Gas is also utilized for heating on interruptible basis with #6 oil.

Separate steam domestic hot water heaters are provided for upper and lower zones. Two (2) Aerco Heaters are provided for each the upper and lower zones for domestic hot water. The two heaters, in each zone, are sized so that each one can handle 70% of required zone load. Heating of water is instantaneous.

The Central Boiler and Chiller Plant are designed to meet the New York State Energy Code. Boilers are equipped with all operating and safety controls required by New York City Building Code and Department of Air Pollution. Steam and return piping is Schedule 40 steel both welded and screwed with 125 lb. Fittings.

Electric heating coils are provided in all fan coil heating and air conditioning units, each unit has a manual valve and an automatic electric valve. A few select locations are provided with individual electric heaters, (exterior bathrooms). Piping risers are black steel with copper branch piping and insulation on all supply piping.

Lobby, 1st Floor Public Spaces & Professional Office Space will be provided with perimeter fin-tube steam generated radiation. The Garage will be provided with steam generated unit heaters. Usage and maintenance will be charged back to the Professional Office & Garage Unit Owners on a per Sq. Ft. basis.

M. Gas Supply

(1) Type: Natural gas provided by Local Utility Company (Con Edison), for cooking, heating and mechanical equipment.
(2) Meters: Provided by Utility Company.
(3) Piping: Black Steel.

N. Chilled Water Production: The chilled water used in the central air conditioning system will be produced by two Trane, or York Electric Centrifugal Machines, having a total rated capacity of 1,500 tons. The condenser water to be used by the chillers is produced by Baltimore Air Coil or Evapco water towers, which will be operated by electricity.

O. Special Ventilation: Interior kitchens, interior bathrooms and unit laundry dryer equipment will be ventilated through vertical risers to central fan systems exhausting to the exterior of the building.
The lobby and other public spaces will be serviced by "Trane Climate Changers"or similar units by other manufacturers for heating and cooling. The public corridors will be serviced by "Trane Climate Changers" or similar units by other manufacturers for heating and cooling. Corridors are provided with pressurized cooling/heating utilizing 100 % fresh air.

P. Amtrak Overbuild Ventilation System:

To facilitate the ventilation of the Amtrak Overbuild at Riverside South, both natural and mechanical ventilation systems are required for dilution of locomotive exhaust and smoke control in the overbuild. Two ventilation shafts are located in the building located in the building. The North Shaft extends from the ceiling of the overbuild to the top of the 8th floor. The South Shaft extends from the overbuild ceiling to the top of the 6th floor. Motor-operated dampers shall be installed over the top of each shaft to enable the shafts to ventilate naturally, dampers open, or to allow fans located on the roof to exhaust air from the overbuild, with the dampers closed. Each shaft is to be equipped with two fans; one connected directly to the shaft, and the second connected to a stainless steel duct extending through the shaft to the track area of the overbuild.

The fans and dampers will be operated by an automatic control system, with control system components located in the building. Operation of the ventilation system will be initiated from a Fire Management Panel (FMP), located in the Amtrak Control Panel Closet, in conjunction with dual Programmable Logic Controllers (PLC'S), located in the building, to automatically open and close the dampers and to activate the fans as required. The control system includes a gas analyzer, located in 200 Riverside Boulevard, which will continuously sample the air quality in the overbuild.

When diesel emission gas levels reach prescribed concentrations, the exhaust fans will automatically be started. In addition, temperature sensors will be located at the top of the shafts to activate the fans and enable the dampers to be automatically opened in the event of a fire in the overbuild. The exhaust fans connected to the ductwork would also be operated for a fire.

Control System Operation

New York City Fire Department or Amtrak personnel will have the capability of manually initiating various ventilation operating modes from the Fire Management Panel. The control system components are located in two separate spaces. The Amtrak Control Panel Closet is located in the adjacent building at 200 Riverside Boulevard. This equipment is located within the Easement Access Stair entrance on the first floor on the 70th St. side of the building, will contain the Fire Management Panel, an Uninterruptable Power Supply (UPS) for communication equipment, and a fiber optic interface to provide for future control of the system by Amtrak from their Westside Communications Center. The Electric Switchgear Room, which is located on Cellar Level, will contain the fan motor starters and the PLC system. Conduits containing control system wiring will connect this equipment to the fans and dampers on the low-rise roof, as well as to the FMP in the Amtrak Control Panel Closet. Electric power for the equipment and lighting associated with the Amtrak Overbuild is to be separately metered.

System Operations

The Amtrak SCADA (Supervisory Control and Data Acquisition) system at the Control Center will provide the main operator interface. The SCADA system will continuously monitor the system and alert, via an alarm, the Control Center operator when a change in the status of any device occurs.

Q. Electrical System

Electric service will be provided by Con Edison at 120/208 volts, 3 phase, 4 wire to an Electric Switchboard Room and distributed through various size service switches for the Professional Office Unit, the Garage Unit and the Residential portion of the building, the manual fire pump, the automatic fire pump and the balance of the building. The 460 volt service shall be obtained from step up transformers in Switchboard Room and will be utilized for all building elevators, air conditioning and exhaust fans.

Electric service will be provided to the Residential Units from distribution closets located on every third floor of the building as indicated on plans. Individual feeders, which will vary in size will

be run to each apartment. Sub-metering will be provided by a Computerized Metering System.

The Garage area will be separately metered for electric service. There will be common metering for the Health Club and other Residential Common Areas of the building.

Circuits will be provided in each Residential Unit with the capacity to handle all anticipated loads within the unit.

Unit services including switching and fusing shall be adequate for modern day appliances, lighting, convenience outlets, washers, dryers and fan coil units. Each Unit shall have a 120/208 electric service panel, with 60 - 150 amp service and 8 - 18 circuits.

Switched incandescent or fluorescent lighting fixtures will be provided in all bathrooms, walk-in closets, foyers, and kitchens. Switched receptacles will be provided in living rooms and bedrooms. Ground fault receptacles will be provided in powder rooms, bathrooms & kitchens. The fan coil units in each Residential Unit will be wired directly to the Unit's electric panel. Selected Residential Units will be provided with wiring for power and controls for whirlpools in certain bathrooms, with wiring directly to such Unit's electric panel. Residential units with terraces will be provided with an exterior light fixture(s) and a waterproof G.F.I. (ground fault interrupted) electrical receptacle.

R. Telephone, Intercom, Security Systems, and Data Transmission:

Telephone service will enter the building from 71st Street, be fed to a main Telephone Room located on the Cellar Level and then distributed through conduits to all areas of the building, including the communications closets servicing the Residential portion of the building, which will generally be located on every third floor. Each Residential Unit will receive telephone service through wires running between a closet in the unit and the communications closet servicing such Unit.

The building will be provided with a "telephone" type dial intercom system, permitting the occupants of the Residential Units to communicate over a standard touch tone telephone with the other Residential Units, the Concierge's desk, the garage attendant's office, the Security Office and other areas of the building. The jack for this telephone will be a standard wall telephone jack located in the kitchen. Each unit will be prewired to permit the Unit Owner to install a telephone jack and a special two-line telephone (at his or her expense), permitting the telephone to be used both as a building

intercom and as a regular telephone, at outlet locations in living rooms, bedrooms and kitchens. The building intercom system will be controlled by an electronic telephone switch, which will be new when installed in the building. The switch will contain enough circuit boards to operate all building individual extension numbers and will carry at least a one-year guarantee by the installer or manufacturer.

Closed circuit security cameras will be provided in selective locations, at main building lobby, at selected entrance corridors to the elevators, at the service lobby and at entrance doors to the Garage Unit, with viewing monitors at the Security Office. The cameras will be designed to cover the immediate area within the view of the cameras, and will not necessarily cover all of the areas involved.

The building will be provided with a fire standpipe telephone and signaling system. This system will meet the requirements of the New York City Building Code.

Television Reception Facilities:

All Residential Units throughout the building have been pre-wired with "High-Spectrum" co-axial cabling. This advanced cabling technology will provide each Unit Owner the option of subscribing to either Time-Warner Cable or a Digital Satellite Television Service provider. Receptacle jacks, receptacle connections, and miscellaneous equipment such as control boxes and station changers will be provided by the cable company or DSTS provider at the Unit Owner's expense, at receptacle locations in living rooms and bedrooms.

The building will be equipped with a Master Television Antenna System for basic local broadcast station reception.

Residential Unit Data Transmission:

All telephone/data receptacles in the Residential Units are wired with Category 5 copper cabling which terminates in centrally located communication closets located on every third floor within the common areas of the building. This wiring technology will allow the Residential Unit Owners the ability to subscribe to "high-speed" internet providers which have been granted access to the building. All charges with respect to providing this service will be paid separately by the Owners of such Units.

S. Public Area Lighting

Lighting will be furnished to the Common Areas of the building through fluorescent and/ or incandescent fixtures. The exterior of the building will be illuminated with sconces mounted on the facade.

T.	**Garage:**	There will be a garage in the building, located on lower levels, with access from West 70th Street. The garage will serve the building Unit Owners, as well as the general public and will have the capacity for 380 cars, as per Section 13-12b of the New York City Zoning Resolution. The garage will be constructed of concrete, and will have high pressure sodium lighting, and be mechanically ventilated. A dry sprinkler system and fire hose stations are provided throughout. No other parking will be available on the property.
U.	**Storage Units:**	It is anticipated that there will be Storage Units located on the Cellar Floor Level. These Storage Units will be avaviable for sale to the Residential Unit Owners. These Storage Units will be approximately 4'wide x 4'deep x 8'high.
V.	**Swimming Pool:**	The 12x50 lap pool, which has a capacity of 18,350 gallons, is located in Health and Fitness Center on 1st floor.
W.	**Tennis Courts, Playgrounds and Recreation Facilities:**	None.
X.	**Commercial Areas and other:**	The First Floor includes space for Professional Office Space. The Cellar and Sub-Cellars 1,2 & 3 include space for a parking garage. The Cellar Level contains additional storage for Professional Office Unit, Bicycle Room, Storage Units, equipment space, building staff locker rooms, superintendent's office and shop areas.
Y.	**Permits and Certificates:**	All required permits have been obtained
Z.	**Violations:**	None
Z1.	**Construction Schedule**	Construction is projected to start by December 2000 and anticipated completion is the third quarter of 2002.
Z2.	**Unit Information:**	The types of Residential Units, together with the type and number of rooms in each of the same, are as follows:

RESIDENTIAL UNIT INFORMATION

There will be 441 Residential Units ranging from 549 square feet to 2,868 square feet.

Studio Studio/bedroom, kitchen and bath	Unit B	22nd-23rd Floors
	Unit D	3rd-5th Floors
	Unit P	9th-15th Floors
	Unit W	3rd-20th Floors
One Bedroom 1 bedroom, living/dining room, kitchen & bath	Unit B	3rd-20th Floors
	Unit C	3rd-20th Floors
	Unit E	3rd-5th Floors
	Unit E	21st Floor
	Unit E	24th-30th Floors
	Unit F	6th-20th Floors
	Unit F	22nd-23rd Floors
	Unit F	29th-30th Floors
	Unit G	3rd-5th Floors
	Unit P	3rd-8th Floors
	Unit R	3rd-15th Floors
	Unit S	3rd-8th Floors
	Unit U	3rd-20th Floors
	Unit V	3rd-20th Floors
One Bedroom 1 bedroom, living/dining room, kitchen & 1.5 baths	Unit A	3rd-20th Floors
	Unit F	21st Floor
	Unit F	24th-28th Floors
	Unit G	6th-20th Floors
	Unit G	22nd-23rd Floors
	Unit T	3rd-8th Floors
One Bedroom + 1 bedroom, living room, dining room, kitchen & 1.5 baths	Unit A	21st-23rd Floors
	Unit D	6th-20th Floors
	Unit K	3rd-15th Floors
One Bedroom + 1 bedroom, living room, den, kitchen & bath	Unit I	3rd-5th floor
Two Bedroom 2 bedrooms, living/dining room, kitchen & 2 baths	Unit B	24th-30th Floors
	Unit C	22nd-23rd Floors

Two Bedroom 2 bedroom, living / dining room kitchen & 2.5 baths	Unit H	3rd-5th Floors
Two Bedroom + 2 bedroom, living room, dining room kitchen & 2 baths	Unit A	1st Floor
	Unit A	29th-30th Floors
	Unit B	31st-46th Floors
	Unit C	31st-46th Floors
	Unit C	PH 1- PH 4 Floors
	Unit D	21st Floor
	Unit D	24th-30th Floor
	Unit E	6th-20th Floors
	Unit E	22nd-23rd Floors
	Unit F	3rd-5th Floors
	Unit G	21st Floor
	Unit G	29th-30th
	Unit H	22nd-23rd Floor
	Unit L	3rd-20th Floors
	Unit M	3rd-20th Floors
Two Bedroom + 2 bedroom, living room, dining room kitchen & 2.5 baths	Unit J	3rd-5th Floors
Three Bedroom + 3 bedroom, living room, dining room, kitchen & 2.5 baths	Unit J	16th-20th Floors
Three Bedroom + 3 bedroom, living room, dining room kitchen & 3 baths	Unit A	24th-28th Floors
	Unit A	31st-46th Floors
	Unit B	21st Floor
	Unit B	PH 1 - PH 4 Floors
	Unit C	21st Floor
	Unit C	24th-30th Floors
	Unit D	22nd-23rd Floors
	Unit D	31st-46th Floors
	Unit G	24th-28th Floors
	Unit N	3rd-20th Floors
Three Bedrooms + 3 bedrooms, living room, dining room, kitchen & 3.5 baths	Unit J	6th-15th Floors
Four Bedroom + 4 Bedroom, Living room, Dining Room Kitchen & 4.5 Baths	Unit A	PH 1 - PH 4 Floors

Fixtures and Appliances:

Subject to Sponsor's right to make substitutions as set forth in the offering plan, the Residential Units will be equipped with the following Kohler fixtures and Kitchen Aid / Whirlpool appliances:

	Description	Fin.	Model #	Size
Four Fix. MB	Whirlpool tub	White	Maestro K-845-H	66" x 32"
	Spout	PB	Alterna K-6941	
	Handles	PB	Taboret K-8254-4/ K-8253-4	
Four Fix. MB	Toilet	White	San Rafael K-3384	
Four Fix. MB	Undermount Sinks	White	Caxton K-2210 Qty-2	17" x 14"
	Faucets & Handles	PB	Taboret K-8215 Qty-2	
Four Fix. MB	Shower Head	PB	Coralais K-11742	
	Shower Control	PB	Taboret K-8226-4/ K-304-KS	
Three Fix. MB	Tub/Shower	White	Maestro K-840	66" x 32"
	Spout/Handle/Head	PB	Taboret K-8225-4/ K-8253-4	
Three Fix. MB	Toilet	White	San Rafael K-3384	
Three Fix. MB	Undermount Sink	White	Caxton K-2110	17" x 14"
	Faucet & Handles	PB	Taboret K-8254-4/ K-8253-4	
2nd & 3rd Bath	Tub/Shower	White	Dynametric K-515	66" x 32"
	Spout/Handle/Head	PC	K-8224	
2nd & 3rd Bath	Toilet	White	Rialto K-3386	
2nd & 3rd Bath	Sink	White	Caxton K-2210	17" x 14"
	Faucet	PC	Taboret K-8201-4	
Powder Room	Pedestal sink	White	Chablis K-2081	19" x 24"
	Faucet	PB	Same as Four Fix. Master Bath	
Powder Room	Toilet	White	Same as Four Fix. Master Bath	
Kitchen	Sink	S.S.	Elkay - LMR 3322	33"x22"
Kitchen	Sink Faucet	PC	Avatar K-6350	

Appliance + Location	Approx. Qty.	Model #	Description
Refrigerators: All Units	441	KBR 36MHS	Stainless Steel - Architect Series 36" wide, bottom mount
Ranges: All Units	441	KGST 307	Black - on - Stainless 30" Thermal - Convection - Gas
Wall Oven: 3-4 BR. Units	92	KEBI 171 DBL	Black 27" Thermal - Electric
Dishwashers: All Units	441	KUDSO 1DJ	Stainless Steel 24"
Microwave: All Units	441	KHMS 145 J BL	Black Over Range w/ Opt. Filter Kit
Washer/Dryer: All Units	441	LTE 6234D	Whirlpool 27" Electric SpaceSaver

Finish Schedule:

The following is a finish schedule for the common spaces

Level	*Location*	*Floor*	*Base*	*Walls*	*Ceiling*	*Remarks*
1st.	Main Lobby	Marble	Marble	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Seating Area	Marble/ Carpet	Marble/ Wood	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Mailroom	Marble	Marble	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Function Room	Carpet	Wood	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Billiard Room/Lounge	Carpet	Wood	Wood Paneling/Wall Covering	Painted Gyp. Bd.	
1st.	Children's Play Room	Carpet	Wood	Wall Covering	Painted Gyp. Bd.	
3-PH 4	Public Corridors	Carpet	Wood	Wall Covering	Ptd. Gyp. Board.	

The following is a finish schedule for the a typical Residential Unit:

Level	*Location*	*Floor*	*Base*	*Walls*	*Ceiling*	*Remarks*
	Typical Residential Unit					
3 - PH 4	Foyer, Closets	Lam. Wood Strip	Painted Wood	5/8" Gyp. Bd.	Painted Gyp. Bd.	
3 - PH 4	Living Room	Lam. Wood Strip	Painted Wood	5/8" Gyp. Bd.	Paint	
3 - PH 4	Master Bedroom	Lam. Wood Strip	Painted Wood	5/8" Gyp. Bd.	Paint	
3 - PH 4	Secondary Bedrooms	Lam. Wood Strip	Painted Wood	5/8" Gyp. Bd.	Paint	
3 - PH 4	Master Bathroom	Marble Tile	Marble Tile	WR 5/8" Gyp. Board	Paint	full ht. tile at shower
3 - PH 4	Secondary Bathrooms	Marble Tile	Marble Tile	WR 5/8" Gyp. Bd.	Painted Gyp. Bd.	full ht. tile at shower
3 - PH 4	Powder Rooms	Marble Tile	Marble Tile	5/8" Gyp. Bd.	Painted Gyp. Bd.	
3 - PH 4	Kitchen	Granite Tile	Painted Wood	5/8" Gyp. Bd.	Paint	Granite Counters & Backsplashes
3 - PH 4	Laundry Closets	Ceramic Tile	Ceramic Tile	5/8" Gyp. Bd.	Painted Gyp. Bd.	Marble floor/ base @ P.R. granite fl./wd. base @ kit.

Abbreviations:

A/C	Air Conditioning
APT	Apartment(s)
C1	Cellar Level
C2	Sub-Cellar 1 Level
C3	Sub-Cellar 2 Level
ELEC	Electrical
FL(S)	Floor(s)
F.D.	Fire Department
F.P.S.C.	Fire-Proof Self Closing
LOC.	Location
MECH	Mechanical
RM(S)	Room(s)
R.O.W.	Right of Way
STC	Sound Transmission Coefficient
TBD	To Be Determined
WR	Water Resistant

Z3. Safety and Warning Devices:

Smoke detectors are provided outside the bedrooms in Residential Units, as required by law. Area smoke detectors are installed in all electrical and mechanical equipment rooms as required by law. Smoke detectors are installed in all elevator lobbies for activation of elevator recall to main floor level as required by law. Finally duct mounted smoke detectors are provided in all supply air handling units with a capacity in excess of 2,000 cfm which is also a New York City Building Code requirement.

Aircraft Avoidance Lights (4) are provided on the parapet walls above the bulkhead roof.

The building will be provided with a lightning protection system.

Z4. Additional Information Dimensions of Units:

The square foot area of the Units set forth in the Floor Plans, Schedule A to the Offering Plan and Exhibit B to the Condominium Declaration are approximate and are based upon the following method of tabulation: The Units were measured from the exterior face of the exterior walls (perimeter mechanical pipes are not deducted) to the midpoint of the interior walls and the midpoint of partitions separating one Unit from another Unit, public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Any Common Elements located within a Unit shall not be considered a part of such Unit. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit.

Measured vertically, each Unit will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above. The clearance between the top of the concrete floor slab and the bottom of the finish ceiling in the Units will generally be approximately 9'-0" in major areas. Certain Units and areas within other Units may have clearances of less than this to accommodate facilities located above the ceiling or otherwise to respond to field conditions. The maximum ceiling height on the 5th, 15th & 20th floor levels is approximately 10'-10-1/2". The maximum ceiling height on the 28th & 30th floor levels is approximately 9'-8-1/2". The maximum ceiling height on the, PH 1, PH 2, and PH 3. floor levels is approximately 9'-6". The maximum ceiling height on the 46th and PH 4 Floors is approximately 10'-8".

The foregoing constitutes a true, correct and complete Description of Property by our firm for the property located at 220 Riverside Boulevard, New York, New York.

Costas Kondylis, A.I.A.



All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall, subtract cutouts. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the Offering Plan.

Exhibit 1

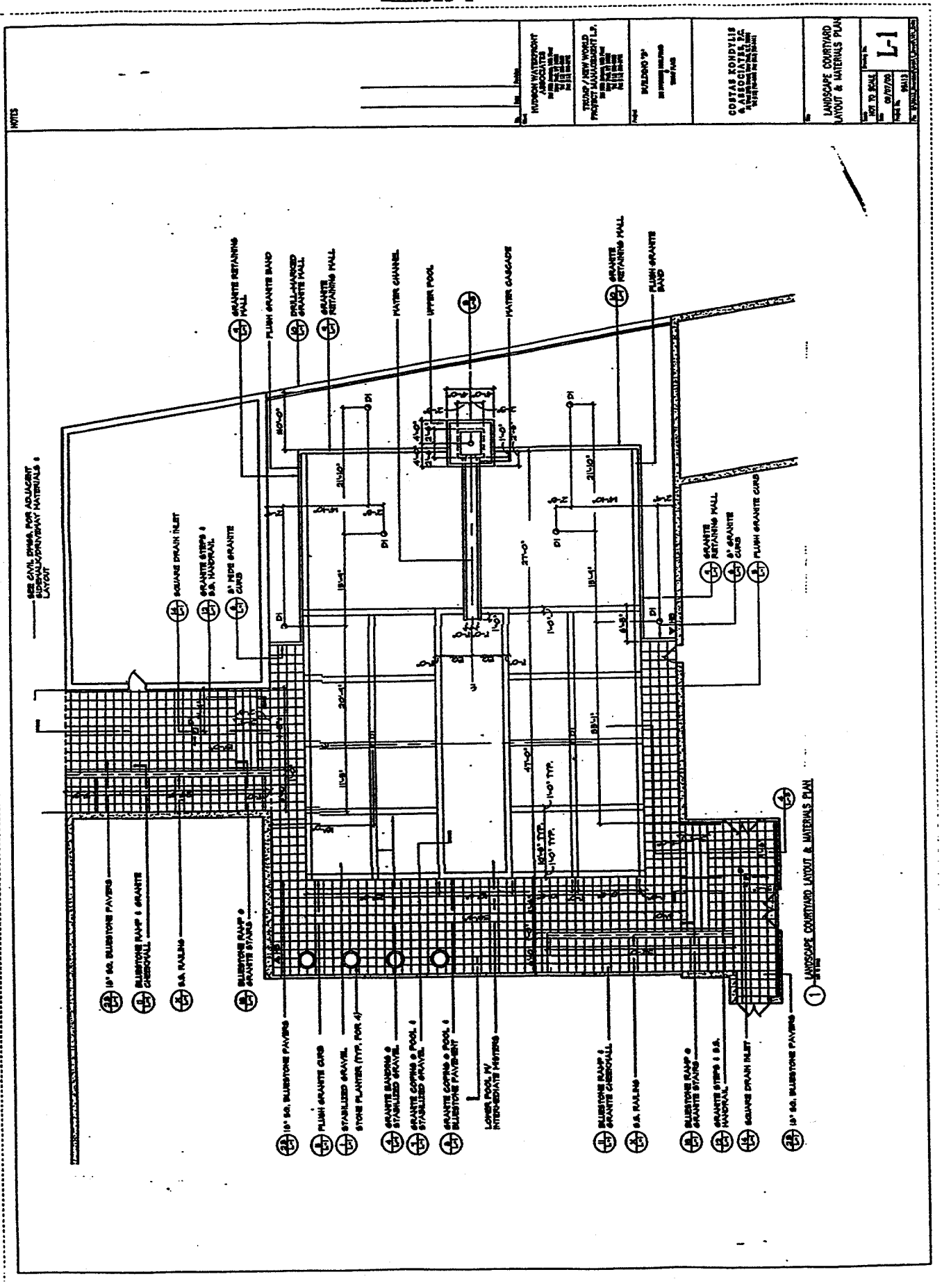
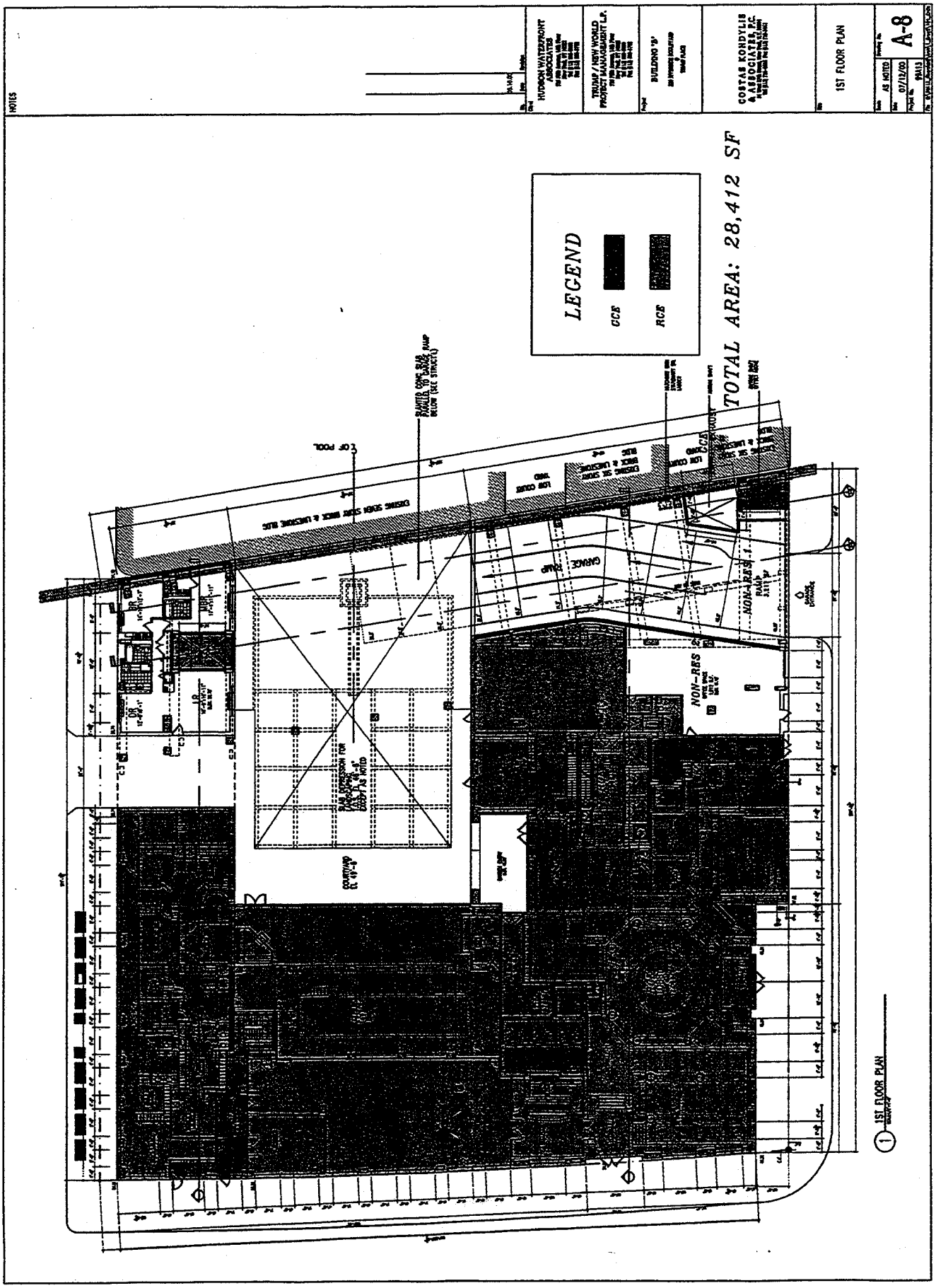
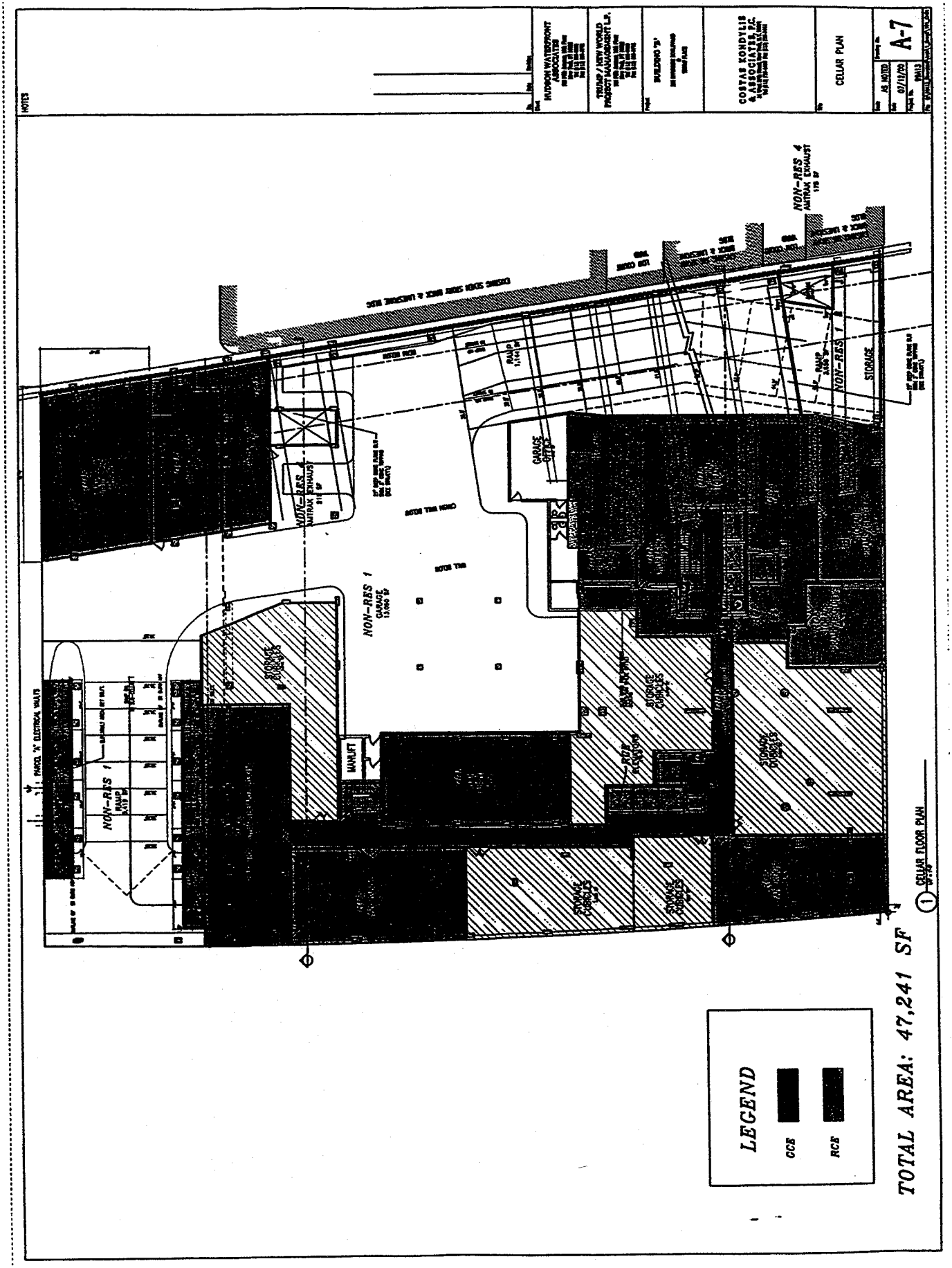
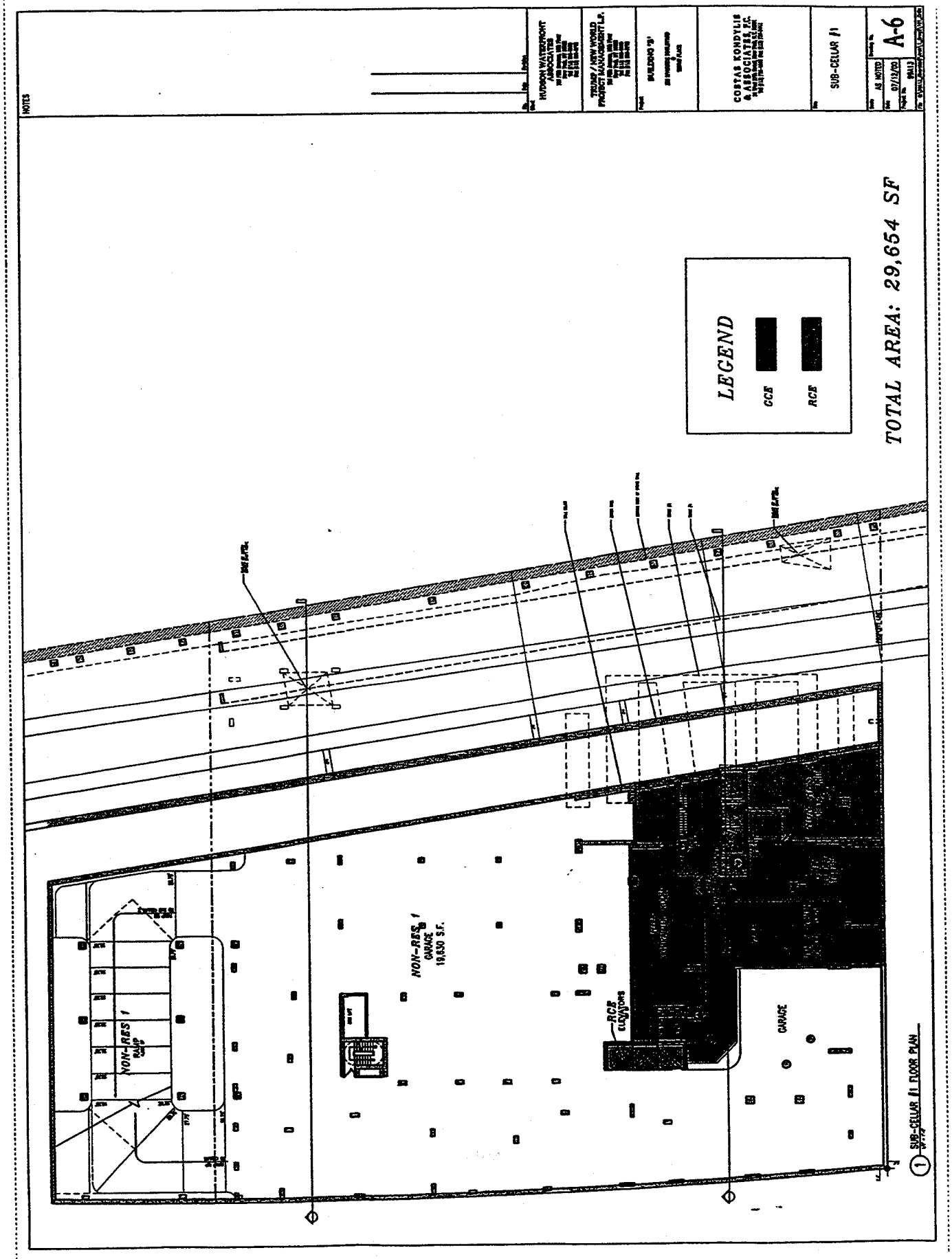
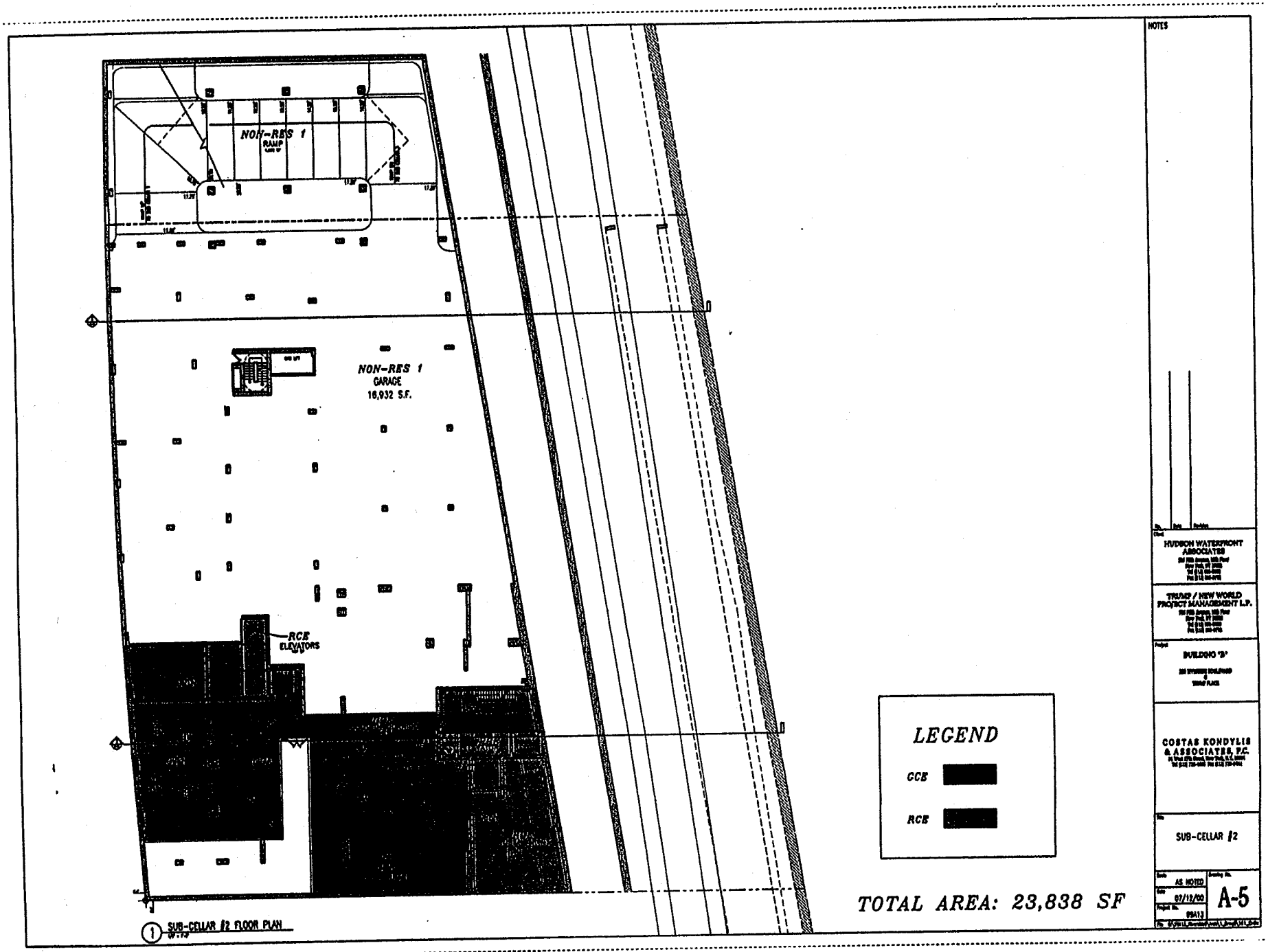

NOTES
HUDSON WATERFRONT ASSOCIATES
TRUMP / NEW WORLD PROJECT MANAGEMENT L.P.
BUILDING "B"
COSTAS KONDYLIS & ASSOCIATES, P.C.
LANDSCAPE COURTYARD LAYOUT & MATERIALS PLAN
NOT TO SCALE
09/07/02
L-1
SEE CIVIL DWGS FOR ADJACENT SIDEWALK/PAVEMENT MATERIALS & LAYOUT
GRANITE RETAINING WALL
FLUSH GRANITE BAND
PULL-BACKED GRANITE WALL
GRANITE RETAINING WALL
WATER CHANNEL
UPPER POOL
WATER CASCADE
GRANITE RETAINING WALL
FLUSH GRANITE BAND
SQUARE DRAIN INLET
GRANITE STEPS & S.S. HANDRAIL
6" NYDE GRANITE CURB
GRANITE RETAINING WALL
6" GRANITE CURB
FLUSH GRANITE CURB
18" SQ. BLUESTONE PAVERS
BLUESTONE RAMP & GRANITE CHEEKWALL
S.S. RAILING
BLUESTONE RAMP & GRANITE STAIRS
18" SQ. BLUESTONE PAVERS
FLUSH GRANITE CURB
STABILIZED GRAVEL
STONE PLANTER (TYP. FOR 4)
GRANITE BANDING & STABILIZED GRAVEL
GRANITE COPING & POOL & STABILIZED GRAVEL
GRANITE COPING & POOL & BLUESTONE PAVEMENT
LOWER POOL W/ INTERMEDIATE HEATERS
BLUESTONE RAMP & GRANITE CHEEKWALL
S.S. RAILING
BLUESTONE RAMP & GRANITE STAIRS
GRANITE STEPS & S.S. HANDRAIL
SQUARE DRAIN INLET
18" SQ. BLUESTONE PAVERS
1 LANDSCAPE COURTYARD LAYOUT & MATERIALS PLAN

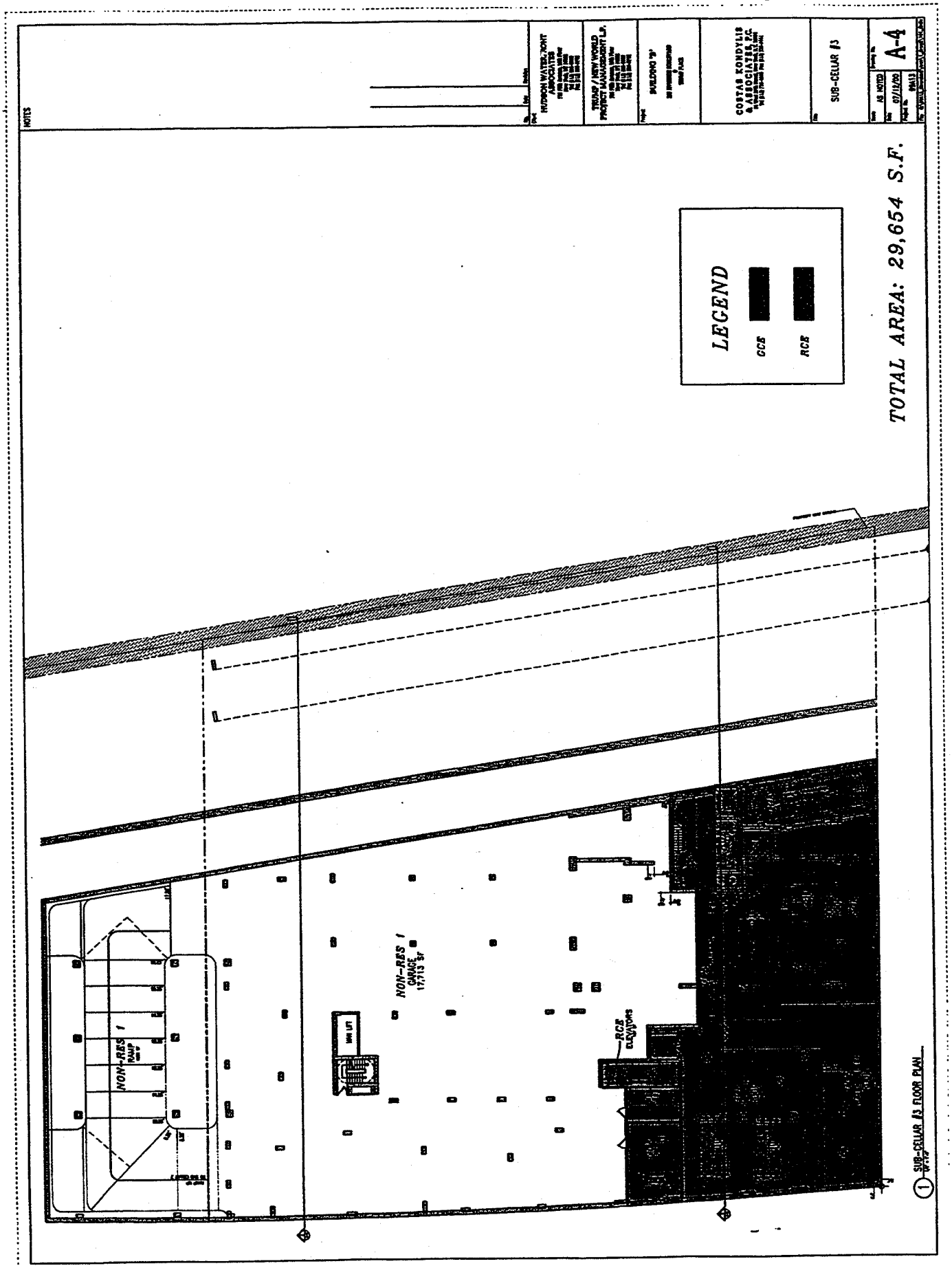
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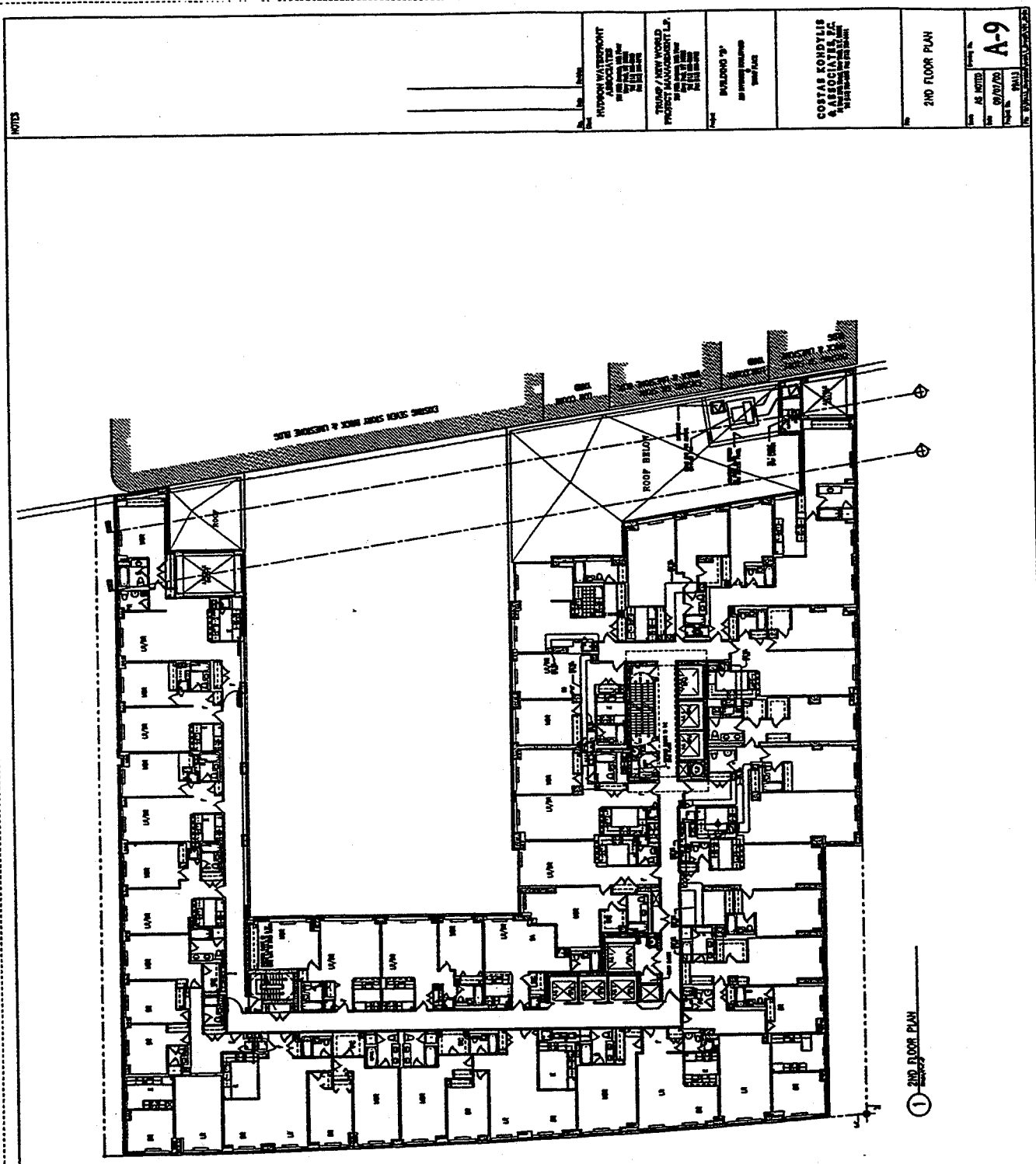

LEGEND
CCE
RCE
TOTAL AREA: 28,412 SF
1ST FLOOR PLAN
A-8
1ST FLOOR PLAN
NON-RES
RAMP
HUDSON WATERFRONT ASSOCIATES
TRUMP / NEW WORLD PROJECT MANAGEMENT L.P.
COSTAS KONDYLIS & ASSOCIATES, P.C.


NOTES
HUDSON WATERFRONT ASSOCIATES
TRUMP / MW WORLD PROJECT MANAGEMENT L.L.C.
BUILDING "D"
COSTAS KONDYLIS & ASSOCIATES, P.C.
CELLAR PLAN
A-7
NON-RES 4
AMTRAK EXHAUST
NON-RES 1
STORAGE
GARAGE OFFICE
RAMP
MEN
WOMEN
MANLIFT
STORAGE CUBICLES
ELEC. & SWITCH
NON-RES 1
GARAGE
PANEL 'N' ELECTRICAL VAULT
CELLAR FLOOR PLAN
LEGEND
CCE
RCE
TOTAL AREA: 47,241 SF


NOTES
HUDSON WATERFRONT ASSOCIATES
TRUMP / NEW WORLD PROJECT MANAGEMENT L.L.C.
BUILDING 'F'
COSTAS KONDYLIS & ASSOCIATES, P.C.
SUB-CELLAR #1
AS NOTED
07/12/00
A-6
LEGEND
GCF
RCF
TOTAL AREA: 29,654 SF
NON-RES 1 RAMP
NON-RES 1 GARAGE 19,630 S.F.
RCF Elevators
GARAGE
1 SUB-CELLAR #1 FLOOR PLAN


NON-RES 1
RAMP
NON-RES 1
GARAGE
16,932 S.F.
RCE
ELEVATORS
LEGEND
CCE
RCE
TOTAL AREA: 23,838 SF
1 SUB-CELLAR #2 FLOOR PLAN
NOTES
HUDSON WATERFRONT ASSOCIATES
TRUMP / NEW WORLD PROJECT MANAGEMENT L.P.
BUILDING "B"
COSTAS KONDYLIS & ASSOCIATES, P.C.
SUB-CELLAR #2
AS NOTED
07/12/00
A-5
99413


NOTES
HUDSON WATERFRONT ASSOCIATES
TRUMP / NEW WORLD PROJECT MANAGEMENT L.P.
BUILDING "B"
COSTAS KONDYLIS & ASSOCIATES, P.C.
SUB-CELLAR #3
AS NOTED
07/12/00
A-4
LEGEND
GCE
RCE
TOTAL AREA: 29,654 S.F.
NON-RES / RAMP
NON-RES / GARAGE 17,713 SF
MH LIFT
RCE ELEVATORS
1 SUB-CELLAR #3 FLOOR PLAN


NOTES
HUDSON WATERFRONT
TRUMP / HOV WORLD
BUILDING "B"
COSTAS KONDYLIS
& ASSOCIATES, P.C.
2ND FLOOR PLAN
AS NOTED
09/07/00
A-9
ROOF BELOW
2ND FLOOR PLAN

NOTES

HUDSON WATERFRONT ASSOCIATES

TRUMP / HWY WORLD PROJECT MANAGEMENT L.P.

BUILDING 'B'

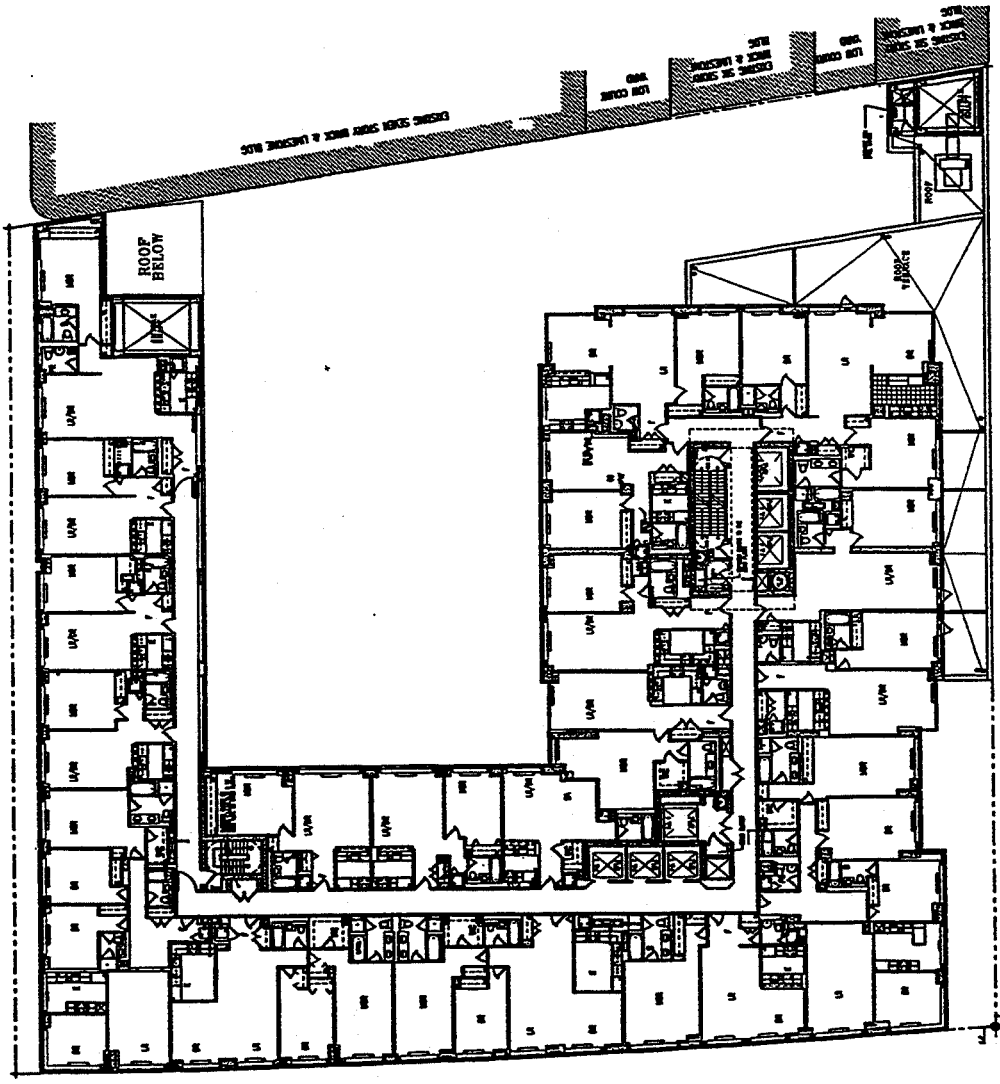
COSTAS KONDYLIS & ASSOCIATES, P.C.

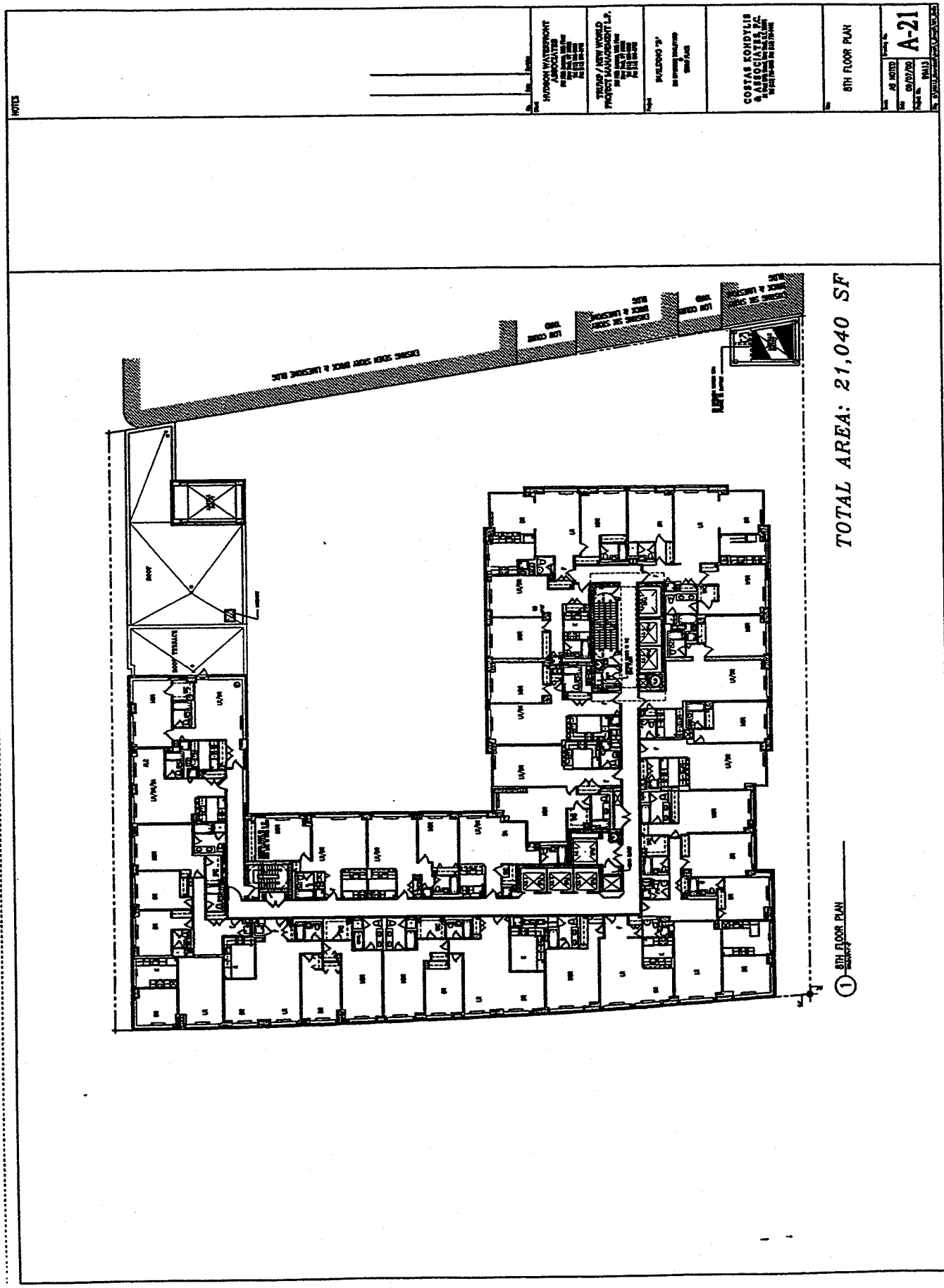
5TH FLOOR PLAN

AS NOTED

09/07/05

A-15




NOTES
HUDSON WATERFRONT ASSOCIATES
TRUMP / NEW WORLD PROJECT MANAGEMENT L.L.
BUILDING "B"
COSTAS KONDYLIS & ASSOCIATES, P.C.
8TH FLOOR PLAN
A-21
AS NOTED
09/20/00
TOTAL AREA: 21,040 SF
8TH FLOOR PLAN

NOTES

HUDSON WATERFRONT ASSOCIATES

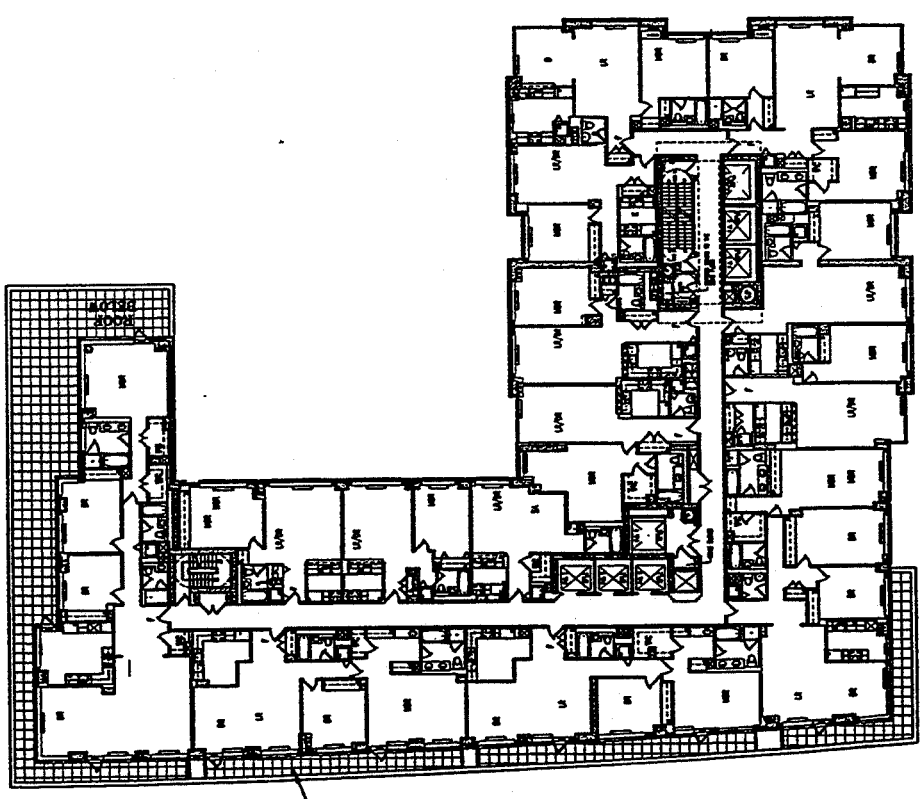
TRUMP / NEW WORLD PROJECT MANAGEMENT L.P.

BUILDING "B"

COSTAS KONDYLIS & ASSOCIATES, P.C.

14TH FLOOR PLAN

A-27



TOTAL AREA: 18,542 SF

1 14TH FLOOR PLAN

NOTES

HUDSON WATERFRONT ASSOCIATES

TRUMP / ANEW WORLD PROPERTY MANAGEMENT L.L.C.

BUILDING 'B'

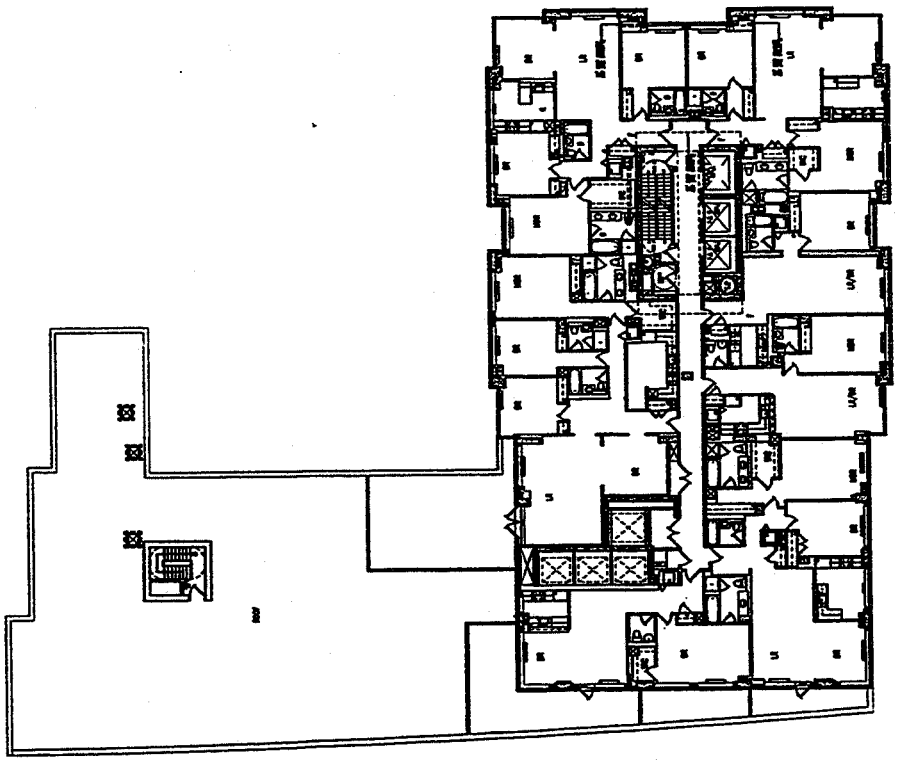
COSTAS KONDYLIS & ASSOCIATES, P.C.

19TH FLOOR PLAN

AS NOTED

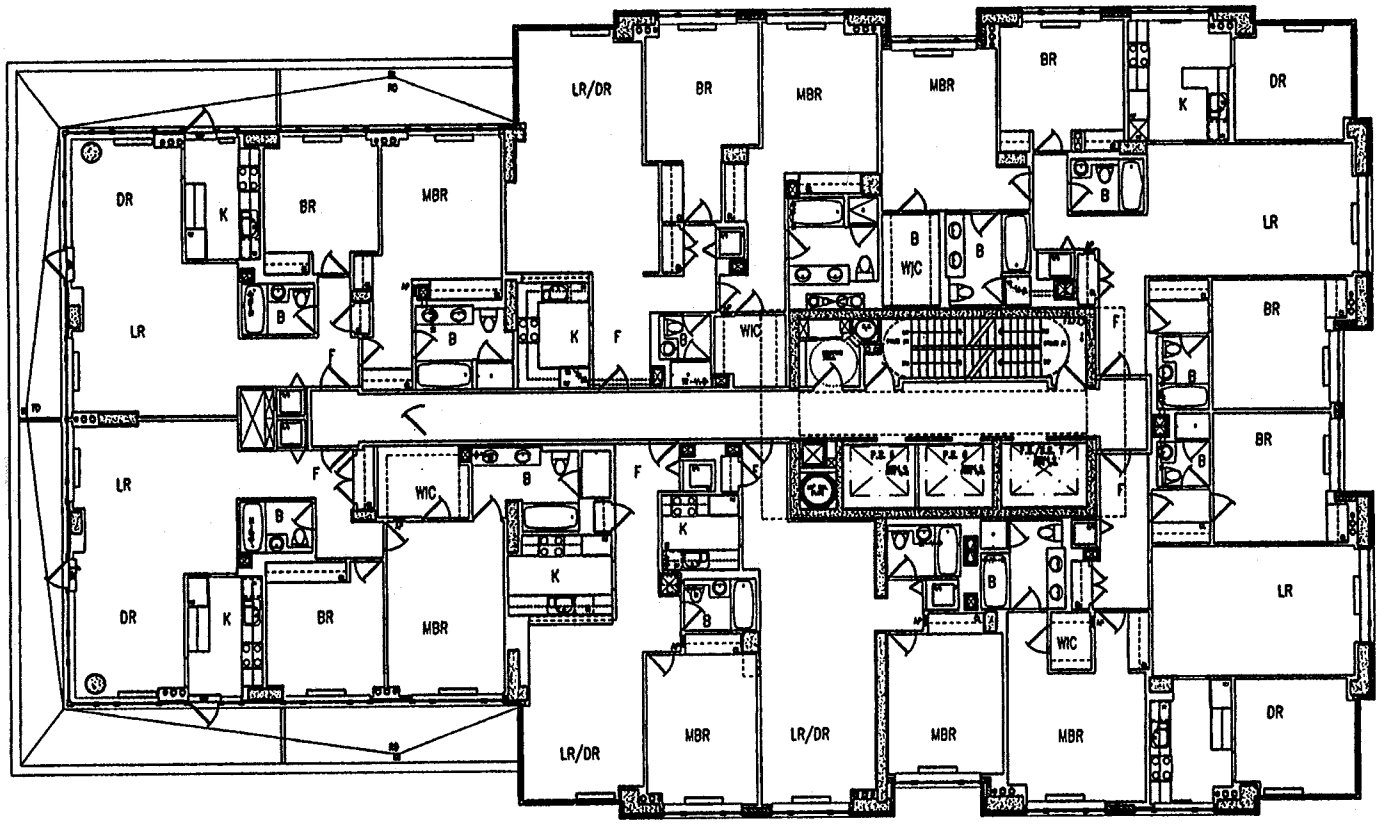
09/07/20

A-33



TOTAL AREA: 11,373 SF

1 19TH FLOOR PLAN



TOTAL AREA: 10,296 SF

1 27TH FLOOR PLAN

NOTES

HUDSON WATERFRONT ASSOCIATES

TRUMP / NEW WORLD PROJECT MANAGEMENT L.P.

BUILDING "B"

COSTAS KONDYLIS & ASSOCIATES, P.C.

27TH FLOOR PLAN

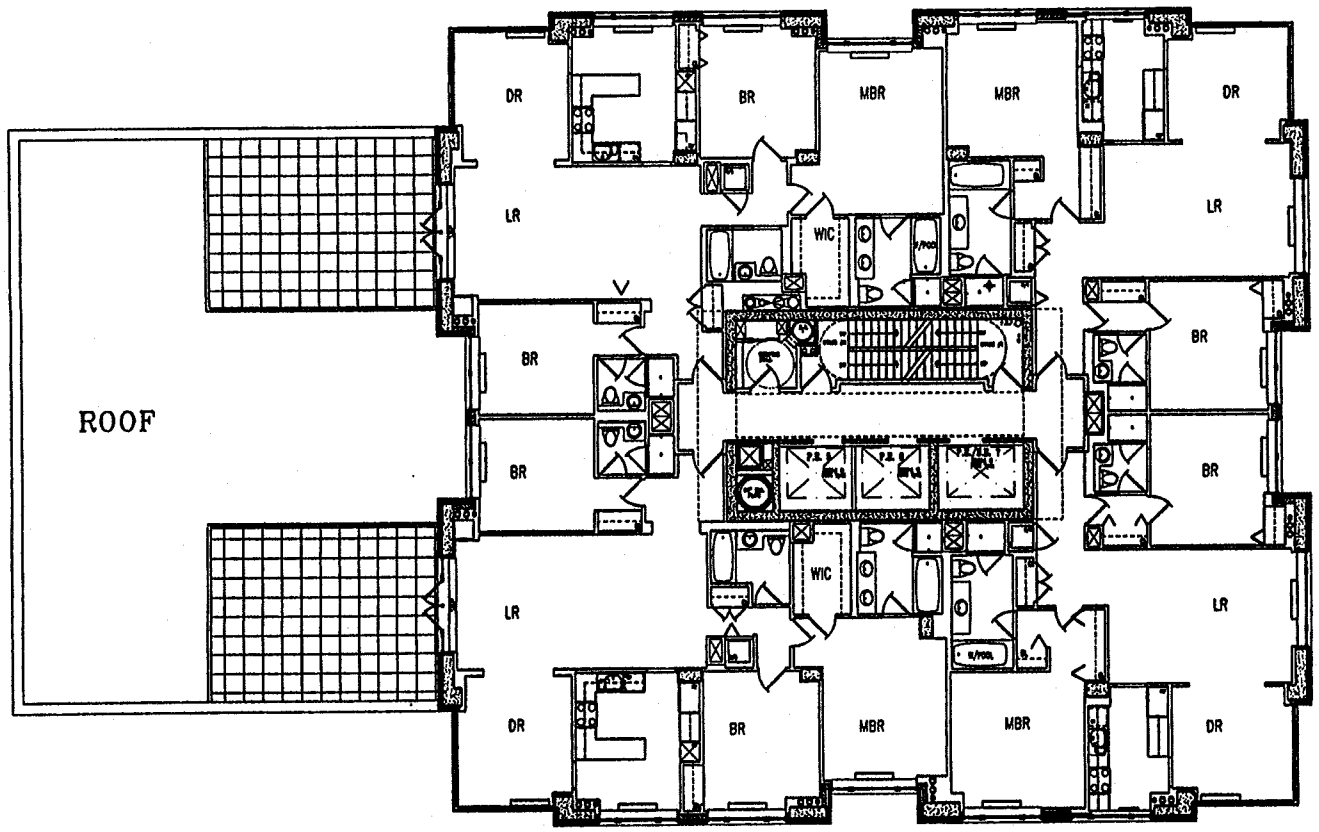
AS NOTED

09/07/00

99A13

A-37

TOTAL AREA: 7,444 SF



① 29TH FLOOR PLAN

NOTES

HUDSON WATERFRONT ASSOCIATES

TRUMP / NEW WORLD PROJECT MANAGEMENT L.P.

BUILDING "B"

COSTAS KONDYLIS & ASSOCIATES P.C.

29TH FLOOR PLAN

AS NOTED

09/07/00

A-39

NOTES

HUDSON WATERFRONT ASSOCIATES

TISHMAN / NEW WORLD PROJECT MANAGEMENT L.P.

BUILDING "B"

COSTAS KONDYLIS & ASSOCIATES, P.C.

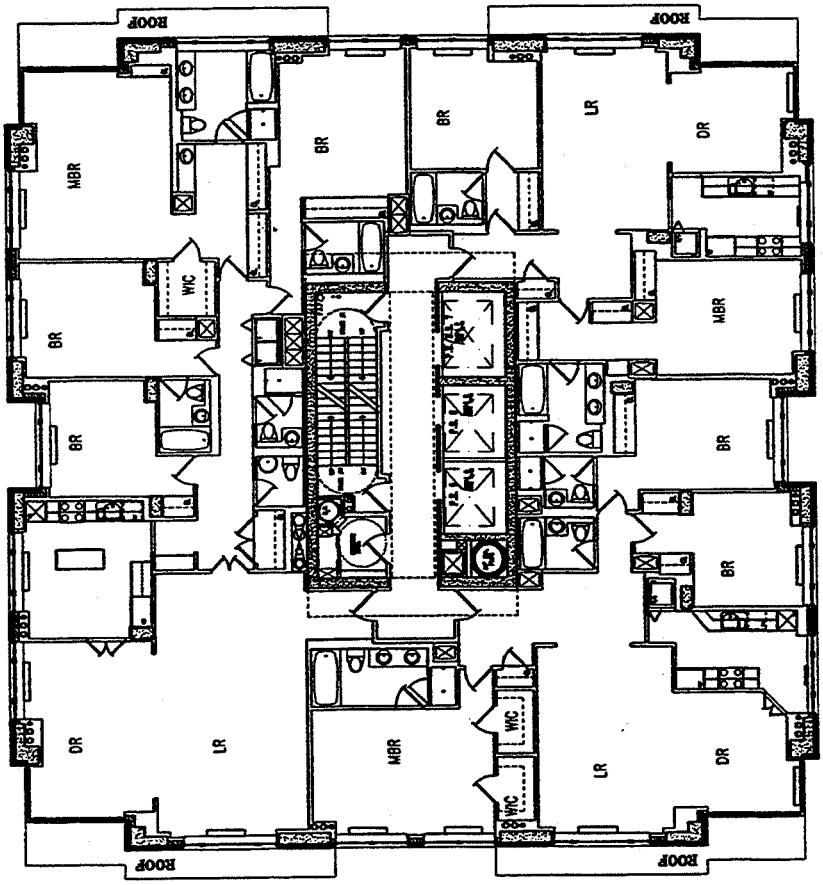
45TH FLOOR PLAN

AS NOTED

09/07/00

A-41

TOTAL AREA: 6,991 SF



1 45TH FLOOR PLAN

RATION ISOLATORS
W ISOLATOR
RATION ISOLATORS

HEAT EXCHANGER SCHEDULE

SYMBOL	LOCATION	PLATE AND FRAME HEAT EXCHANGER										STEAM TO WATER CONVERTOR					SYSTEM WORKING PRESSURE PSIG	REMARKS
		CONDENSER WATER SIDE					SEC. CONDENSER WATER SIDE											
		GPM	PD FT WATER	EWT (°F)	LWT (°F)	-	GPM	PD FT WATER	EWT (°F)	LWT (°F)	-	GPM	EWT (°F)	LWT (°F)	HEATING LOAD BTU/HR	STEAM LBS/HR		
PFE-1	SUB-CELLAR #3	750	9.75	85	97		750	9.81	100	88		--	--	--	--	--	300	SUPERCHANGE MODEL NO. UFX-42-8
C-1	SUB-CELLAR #2	--	--	--	--	--	--	--	--	--	--	2,600	145	180	19,422,000	20,023	300	ACTIVE
C-2	SUB-CELLAR #2	--	--	--	--	--	--	--	--	--	--	2,600	145	180	19,422,000	20,023	300	STAND-BY

CHILLER SCHEDULE

SYMBOL	No OF UNIT	CAPACITY TONS	CHILLED WATER					CONDENSER WATER					ELECTRICAL DATA					OPER WT. LBS	MANUFACTURER AND MODEL
			GPM	ENT.	LVG.	P.D.	PASS	GPM	ENT.	LVG.	P.D.	PASS	NO OF POWER CONNECTIONS	MIN. CIRCUIT AMPACITY	VOLT.	PH.	HZ		
CHILLER #1		905	1,300	59.86	45	10.4	2	1,500	85	100.1	10.9	2		903	460	3	60	45,000	YORK YKG8FBH7CWES
CHILLER #2		905	1,300	59.86	45	10.4	2	1,500	85	100.1	10.9	2		903	460	3	60	45,000	YORK YKG8FBH7CWES

CHILLERS DESIGN FOR 300 PSIG WORKING PRESSURE.

FAN COIL UNIT SCHEDULE

SYMBOL	CFM	E.S.P. IN. WAT.	COOLING CAPACITY		GPM	WAT. P.D. FT.	HEATING CAPACITY BTU/HR	GPM	WAT. P.D. FT.	ELECTR. CHAR.			MOTOR AMPS	WORKING PRESSURE PSI	UNIT TYPE	MANUFACTURER AND MODEL No
			TOTAL BTU/HR	SENS BTU/HR						VOLTS	PH	HZ				
A	285	.1	4,649	4,198	.1	.6	14,121	.1	.8	115	1	60	2	300	WALL RECESSED	INTERNATIONAL STW-03
B	410	.1	8,941	7,668	1.5	3.1	25,228	1.5	5.1	208	1	60	1.25	300	VERTICAL	INTERNATIONAL FXY-04
C	620	.1	12,605	11,105	2.0	1.8	36,154	2.0	1.8	208	1	60	2	300	VERTICAL	INTERNATIONAL FXY-05
D	700	.1	15,648	13,152	2.5	3.3	42,090	2.5	3.3	208	1	60	2.1	300	VERTICAL	INTERNATIONAL FXY-08
E	915	.1	18,421	15,041	3.0	2	52,931	3.0	2	208	1	60	2.2	300	VERTICAL	INTERNATIONAL FXY-10

FOR COOLING: BASED ON 78°F DB, 65°F WB ENT. COIL AIR TEMP. AND 45°F ENT. WATER TEMP. WITH 12°F ΔT.
FOR HEATING: BASED ON 70°F ENT. AIR TEMP. AND 160°F ENT. WATER TEMP.
CHILLED WATER COOLING COIL TYPE SHALL BE 3 ROWS.
FAN OPERATING CONDITION SHALL BE HIGH SPEED.
ALL MODEL FXY UNIT WITH 2,000 WATTS ELECTRIC HEATER.

Exhibit 3

Costas Kondylis & Associates, P.C. 220 Riverside Boulevard, New York, NY 10069

Addendum to the Architect's Report
220 Riverside Boulevard
New York, New York 10069

The following Addendum has been prepared in response to comments made during an October 12th 2000, conference call with the reviewing Engineer.

1.) Specify the amperage of the electrical service coming into the building.
A.) Electricity is provided with 2 - 4,000 amp., 120/208 3 phase 4 wire services.

2.) Furnish a fancoil unit schedule for the typical apartment types.
A.) We have selected the following Units as representative Unit types:

Studio: Unit W 3rd. - 20th. Floors
Studio / C type fancoil

One Bedroom: Unit F 6th. - 20th. Floors
Living Room / D type fancoil
Bedroom / B type fancoil

One Bedroom +: Unit D 6th. - 20th. Floors
Living Room / C type fancoil
Dining Room / C type fancoil
Bedroom / B type fancoil
Kitchen / A type fancoil

Two Bedroom: Unit B 24th. - 30th. Floors
Living Room / C type fancoil
Bedrooms / B type fancoils

Three Bedroom +: Unit N 3rd. - 20th. Floors
Living Room / C type fancoil
Dining Room / D type fancoil
Bedrooms / B type fancoils
Kitchen/ A type fancoil

Four Bedroom +: Unit A PH1 - PH4
Living Room / C type fancoil
Dining Room / B type fancoil
Bedrooms / B type fancoils
Kitchen / B type fancoil

Addendum Prepared by:

L. Stephen Hill
Senior Associate

Note: A copy of the Fan Coil Unit Schedule from the Mechanical drawings has been attached for your reference.

Addendum Revised: 10 / 20 / 00

SYMBOL	No OF UNIT	CAPACITY TONS	CHILLED WATER					CONDENSER WATER					ELECTRICAL DATA					OPER WT. LBS	
			GPM	ENT.	LVG.	P.D.	PASS	GPM	ENT.	LVG.	P.D.	PASS	NO OF POWER CONNECTIONS	MIN. CIRCUIT AMPACITY	VOLT.	PH.	HZ		
CHILLER #1		805	1,300	59.86	45	10.4	2	1,500	85	100.1	10.9	2		903	460	3	60	45,000	YORK
CHILLER #2		805	1,300	59.86	45	10.4	2	1,500	85	100.1	10.9	2		903	460	3	60	45,000	YORK

CHILLERS DESIGN FOR 300 PSIG WORKING PRESSURE.

FAN COIL UNIT SCHEDULE

SYMBOL	CFM	E.S.P. IN. WAT.	COOLING CAPACITY		GPM	WAT. P.D. FT.	HEATING CAPACITY BTU/HR	GPM	WAT. P.D. FT.	ELECTR. CHAR.			MOTOR AMPS	WORKING PRESSURE PSI	UNIT TYPE	MANUFACTURER AND MODEL No
			TOTAL BTU/HR	SENS BTU/HR						VOLTS	PH	HZ				
A	285	.1	4,649	4,198	.1	.8	14,121	.1	.8	115	1	60	2	300	WALL RECESSED	INTERNATIONAL STW-03
B	410	.1	8,941	7,668	1.5	5.1	25,226	1.5	5.1	208	1	60	1.25	300	VERTICAL	INTERNATIONAL FXY-04
C	620	.1	12,805	11,105	2.0	1.8	36,154	2.0	1.8	208	1	60	2	300	VERTICAL	INTERNATIONAL FXY-06
D	700	.1	15,646	13,152	2.5	3.3	42,090	2.5	3.3	208	1	60	2.1	300	VERTICAL	INTERNATIONAL FXY-08
E	915	.1	18,421	16,041	3.0	2	52,931	3.0	2	208	1	60	2.2	300	VERTICAL	INTERNATIONAL FXY-10

FOR COOLING: BASED ON 78°F DB, 65°F WB ENT. COIL AIR TEMP. AND 45°F ENT. WATER TEMP. WITH 12°F ΔT.
FOR HEATING: BASED ON 70°F ENT. AIR TEMP. AND 160°F ENT. WATER TEMP.
CHILLED WATER COOLING COIL TYPE SHALL BE 3 ROWS.
FAN OPERATING CONDITION SHALL BE HIGH SPEED.
ALL MODEL FXY UNIT WITH 2,000 WATTS ELECTRIC HEATER.

Costas Kondylis & Associates, P.C. 220 Riverside Boulevard, New York, NY 10069

Addendum to the Architect's Report
220 Riverside Boulevard
New York, New York 10069

This memo has been prepared as an Addendum to the Architect's Report.

The basic specifications for the swimming pool and whirlpool spa, for the above referenced project are to be as follows:

The pool vessels will be constructed utilizing 3/16" Type 304 Stainless Steel Plate, fully welded.

Support dunnage beams and stiffeners to be ASTM A-36 Structural Steel shapes.

The interior of the pools are to be finished with ceramic tile with a matching perimeter ceramic tile coping.

The filtration System is to be of the High Rate Sand Type.

Addendum Prepared by:

L. Stephen Hill
Senior Associate

Costas Kondylis & Associates, P.C. 220 Riverside Boulevard, New York, NY 10069

Addendum to the Architect's Report
220 Riverside Boulevard
New York, New York 10069

This memo has been prepared as an Addendum to the Architect's Report.

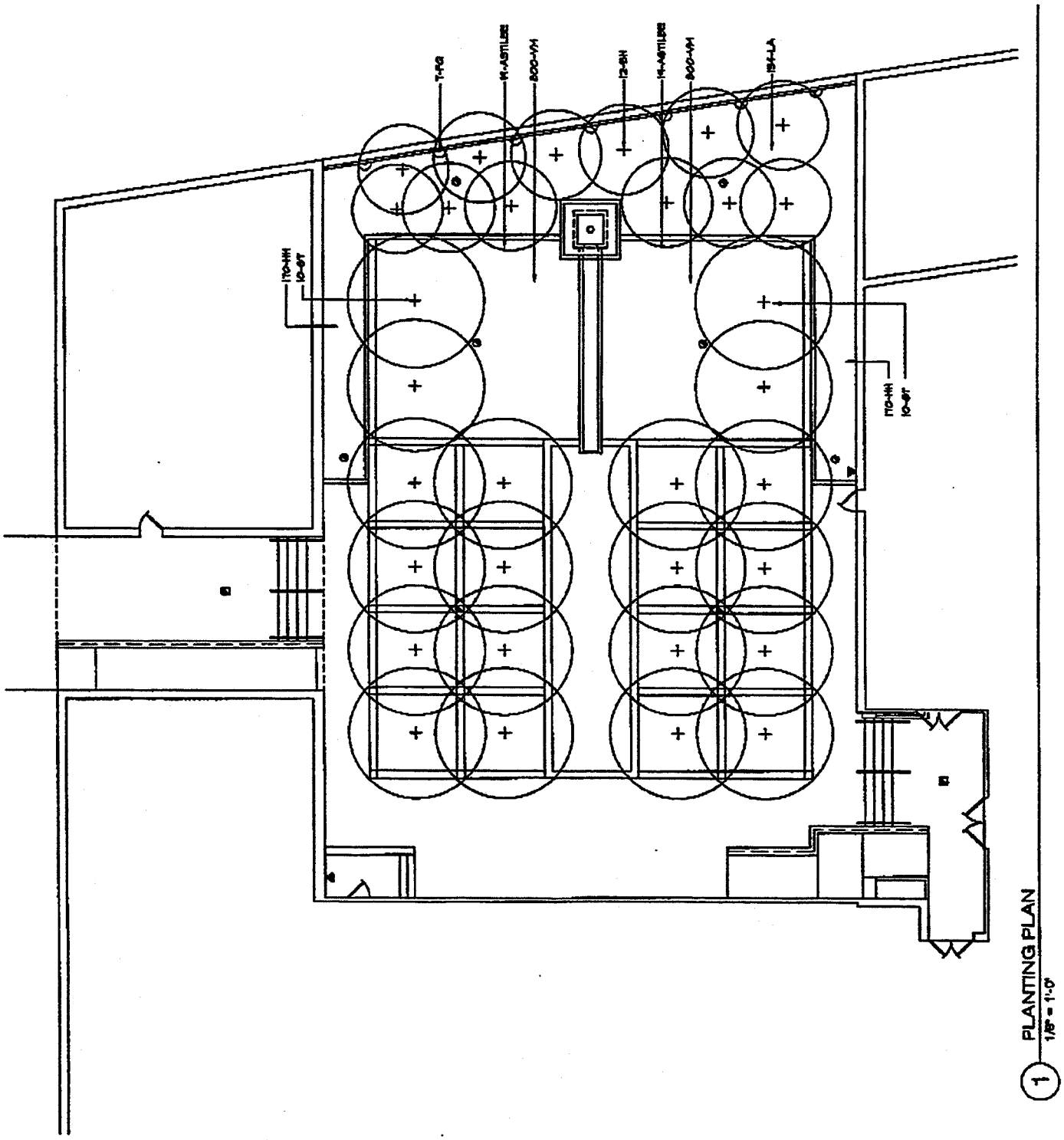
The attached Planting Schedule for the landscaping has been prepared by our Consultant Abel Bainnson Butz, for the above referenced project.

Addendum Prepared by:

L. Stephen Hill
Senior Associate

RIVERSIDE SOUTH - BUILDING 'B' COURTYARD

PLANT LIST							
QUAN	KEY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	ROOT	COMMENTS
		TREES					
20	GT	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SHADEMASTER HONEYLOCUST	3-3 1/2" CAL.	AS SHOWN	B&B	LIMB UP 7'-0"
12	BN	BETULA NIGRA 'HERITAGE'	RIVER BIRCH	8'-10' HT.	AS SHOWN	B&B	MULTI-STEM, MIN. 3 STEMS
154	LA	LEUCOTHOE AXILLARIS	COAST LEUCOTHOE	5 GAL.	2'-6" O.C.	CONT	
7	PQ	PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	1 GAL.	AS SHOWN	CONT	
340	HH	HEDERA HELIX 'BALTICA'	BALTIC IVY	1 GAL.	12" O.C.	CONT	
1600	VM	VINCA MAJOR	VINCA	1 GAL.	12" O.C.	CONT	
4	CA	CORNUS ALBA 'SIBIRICA'	RED TWIG DOGWOOD	5'-6' HT.	AS SHOWN	B&B	MULTI-STEM
38		ASTILBE	ASTILBE	1 GAL.	15"-18" O.C.	CONT	
3000	SS	SCILLA SIBERICA	BLUE BELLS	BULB	6" O.C.	BULB	


1 PLANTING PLAN
1/8" = 1'-0"

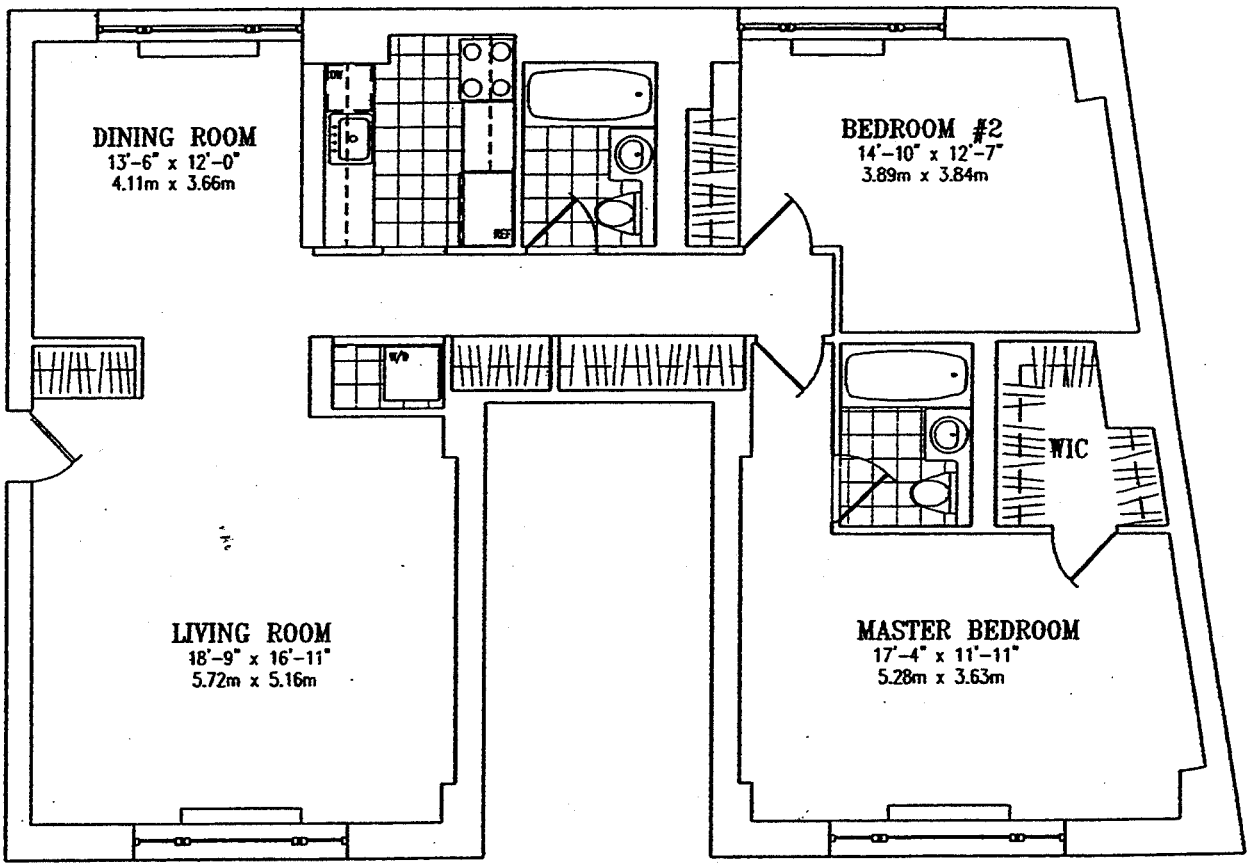
2. FLOOR PLANS OF UNITS

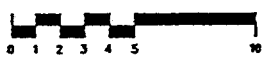
SUPERINTENDENT RESIDENCE 1-A

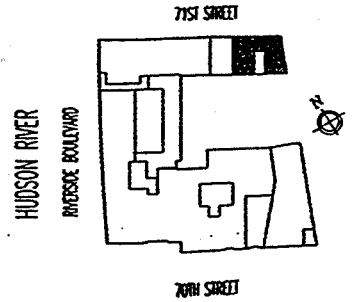
2 BEDROOMS
2 BATHS

FLOOR: 1ST

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

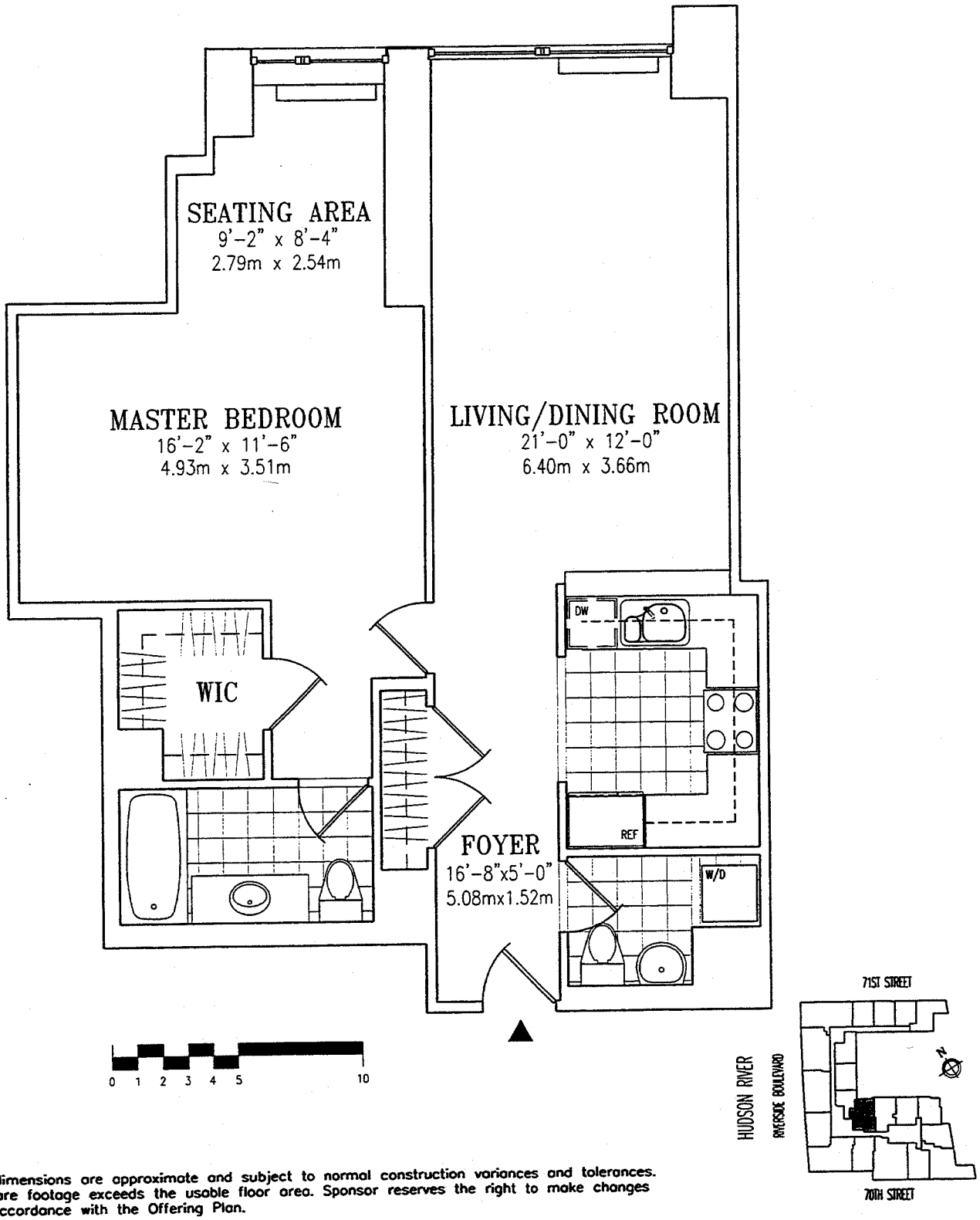
2000-10-01 280

RESIDENCE A

1 BEDROOM
1 1/2 BATH

FLOORS: 3RD THRU 20TH

220 RIVERSIDE BOULEVARD



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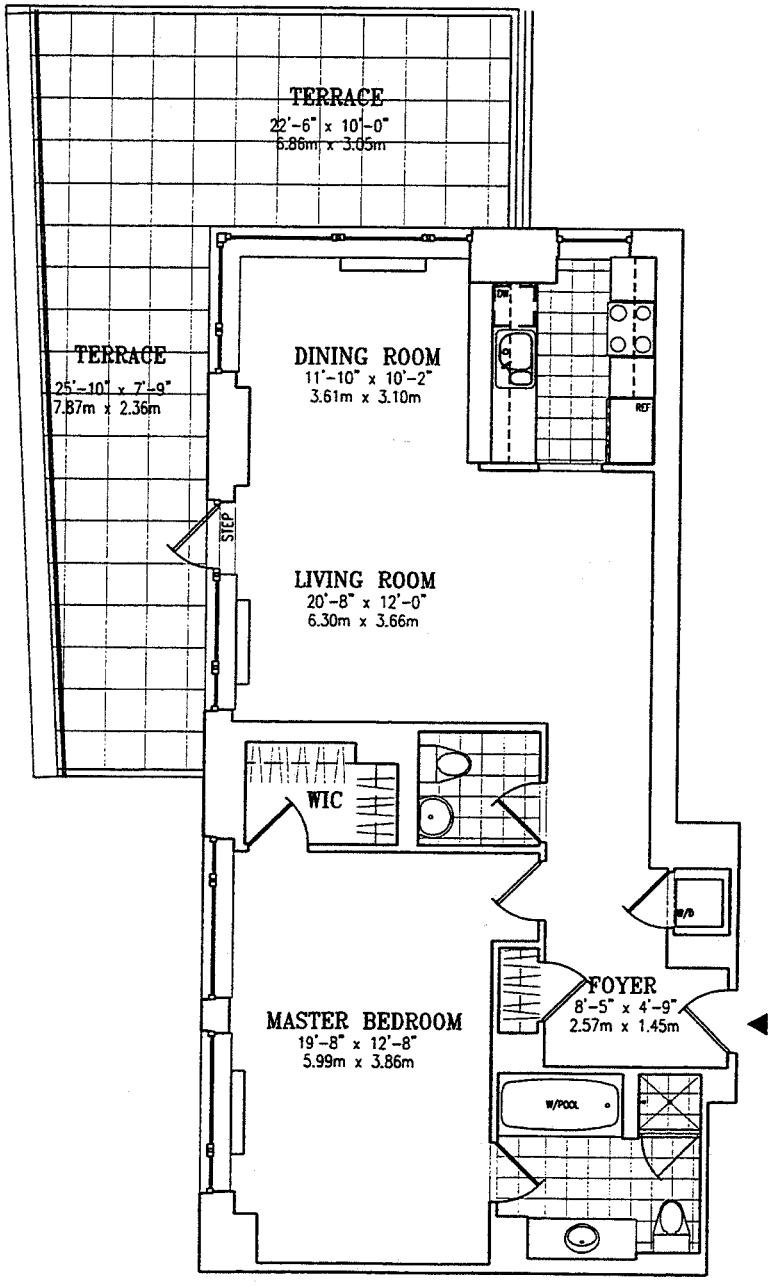
2000-10-27 250

RESIDENCE A

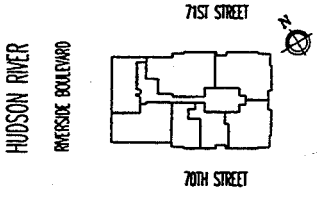
1 BEDROOM
1 1/2 BATH
DINING ROOM
TERRACE

FLOOR: 21ST

220 RIVERSIDE BOULEVARD







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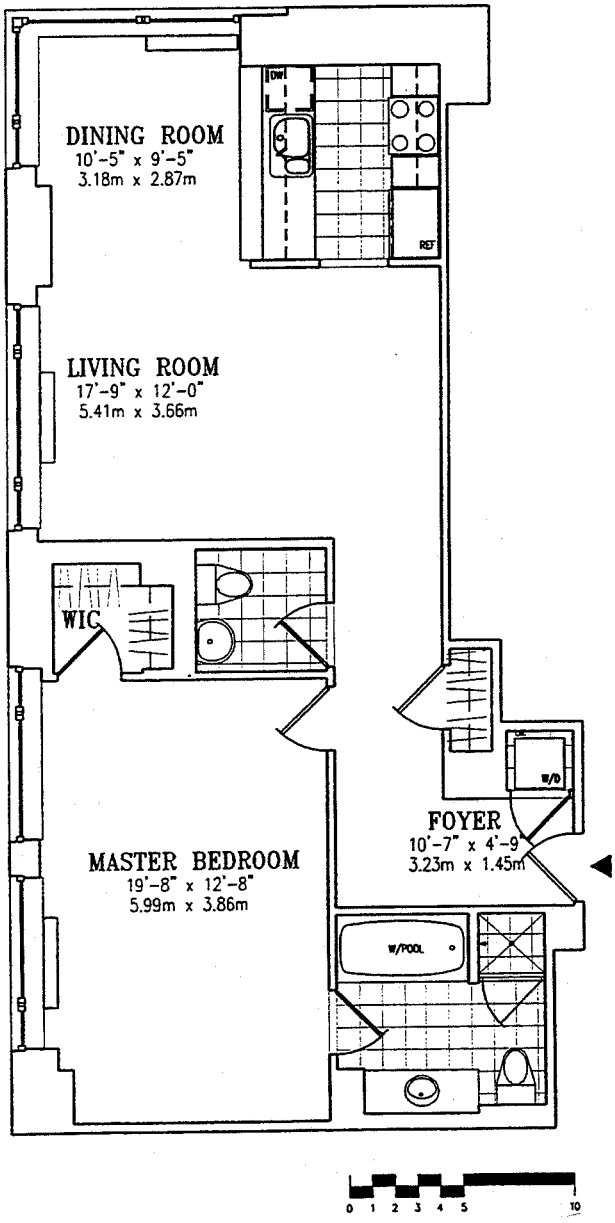
2000-10-27 260

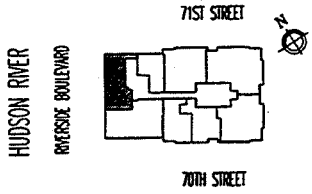
RESIDENCE A

1 BEDROOM
1 1/2 BATH
DINING ROOM

FLOOR: 22ND

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

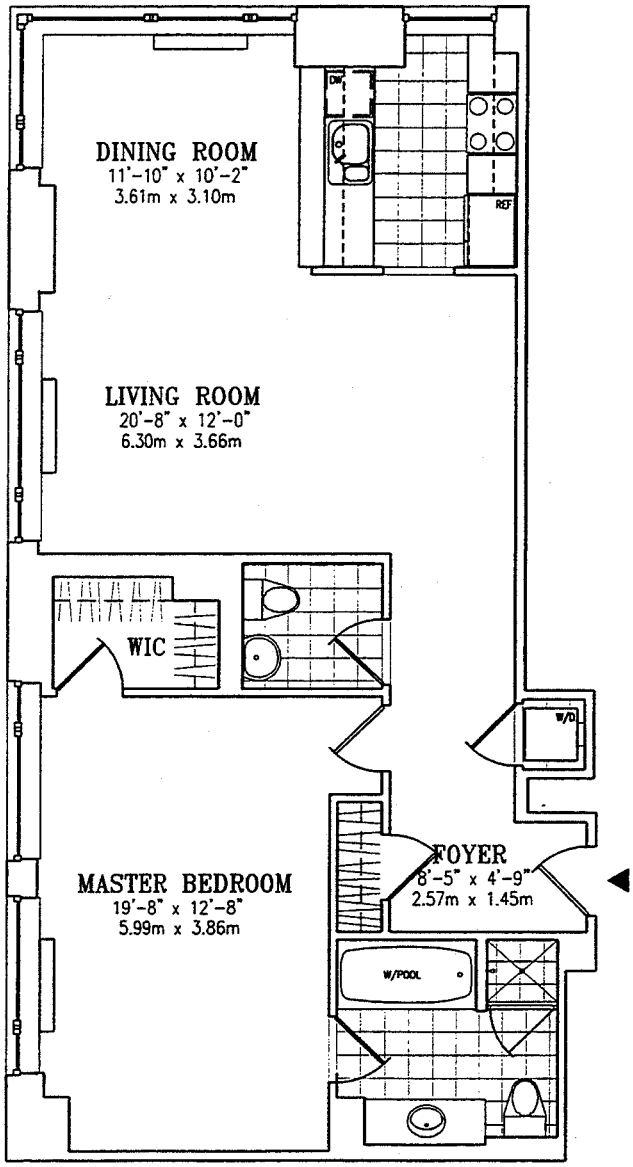
2000-10-27 244

RESIDENCE A

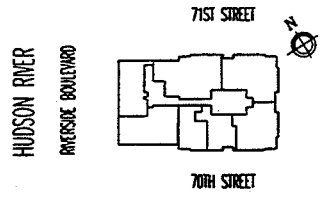
1 BEDROOM
1 1/2 BATH
DINING ROOM

FLOOR: 23RD

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

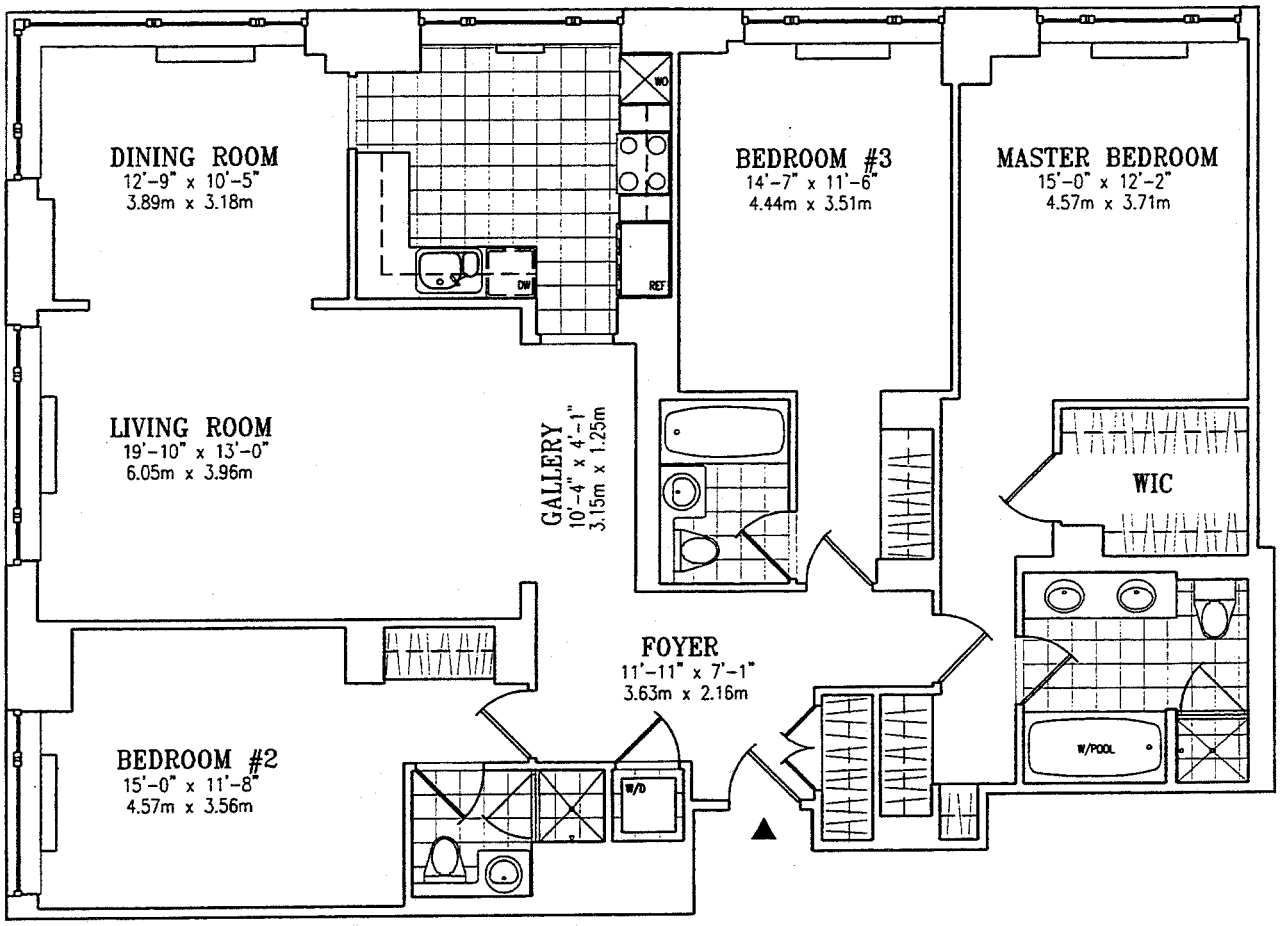
2000-10-27 280

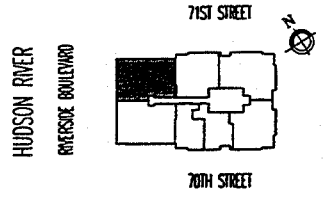
RESIDENCE A

3 BEDROOM
3 BATH
DINING ROOM

FLOORS: 24TH & 25TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

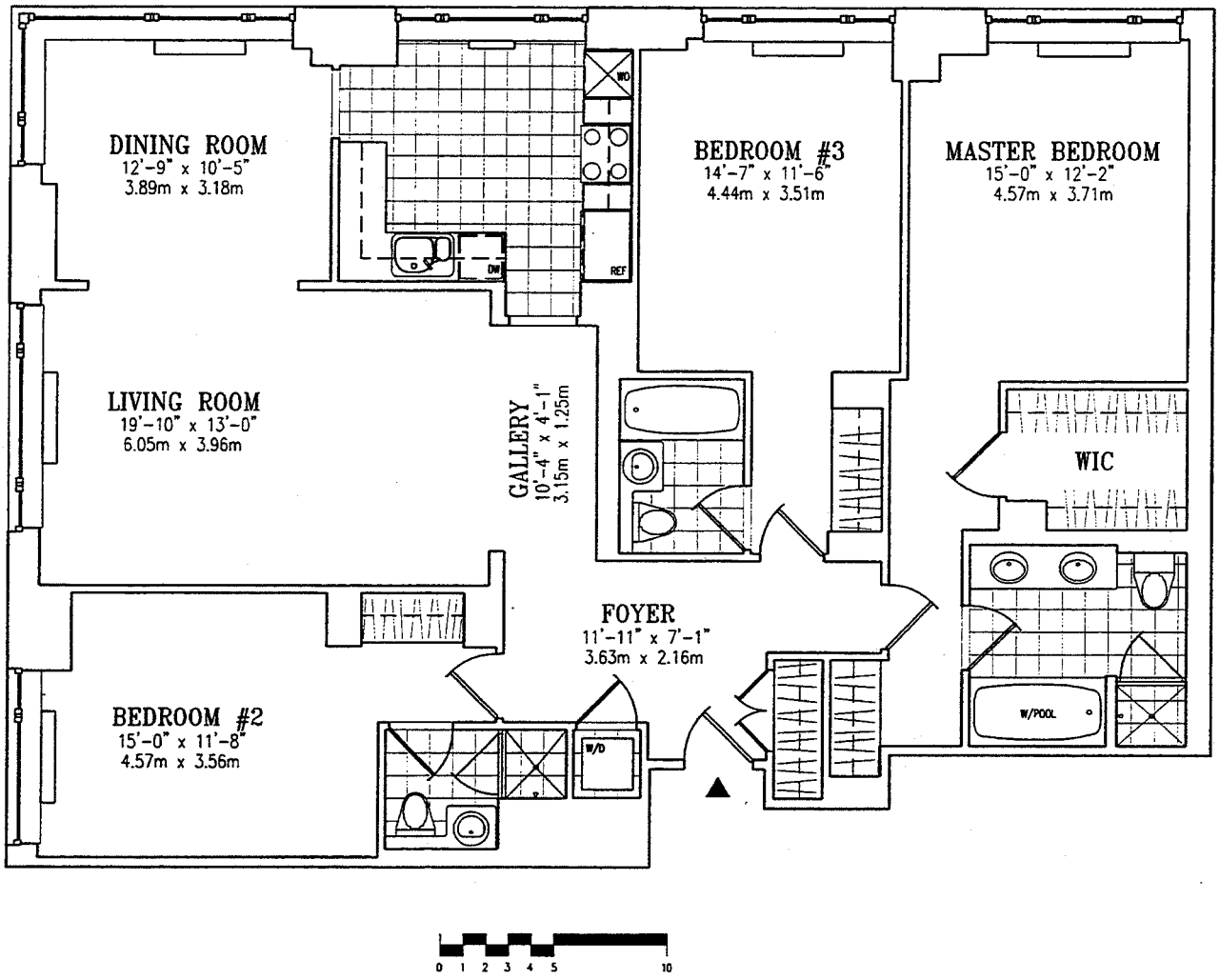
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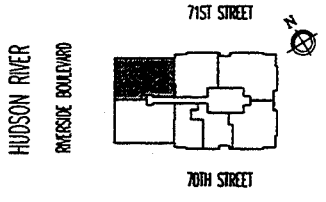
RESIDENCE A

3 BEDROOM
3 BATH
DINING ROOM

FLOORS: 26TH THRU 28TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

6A

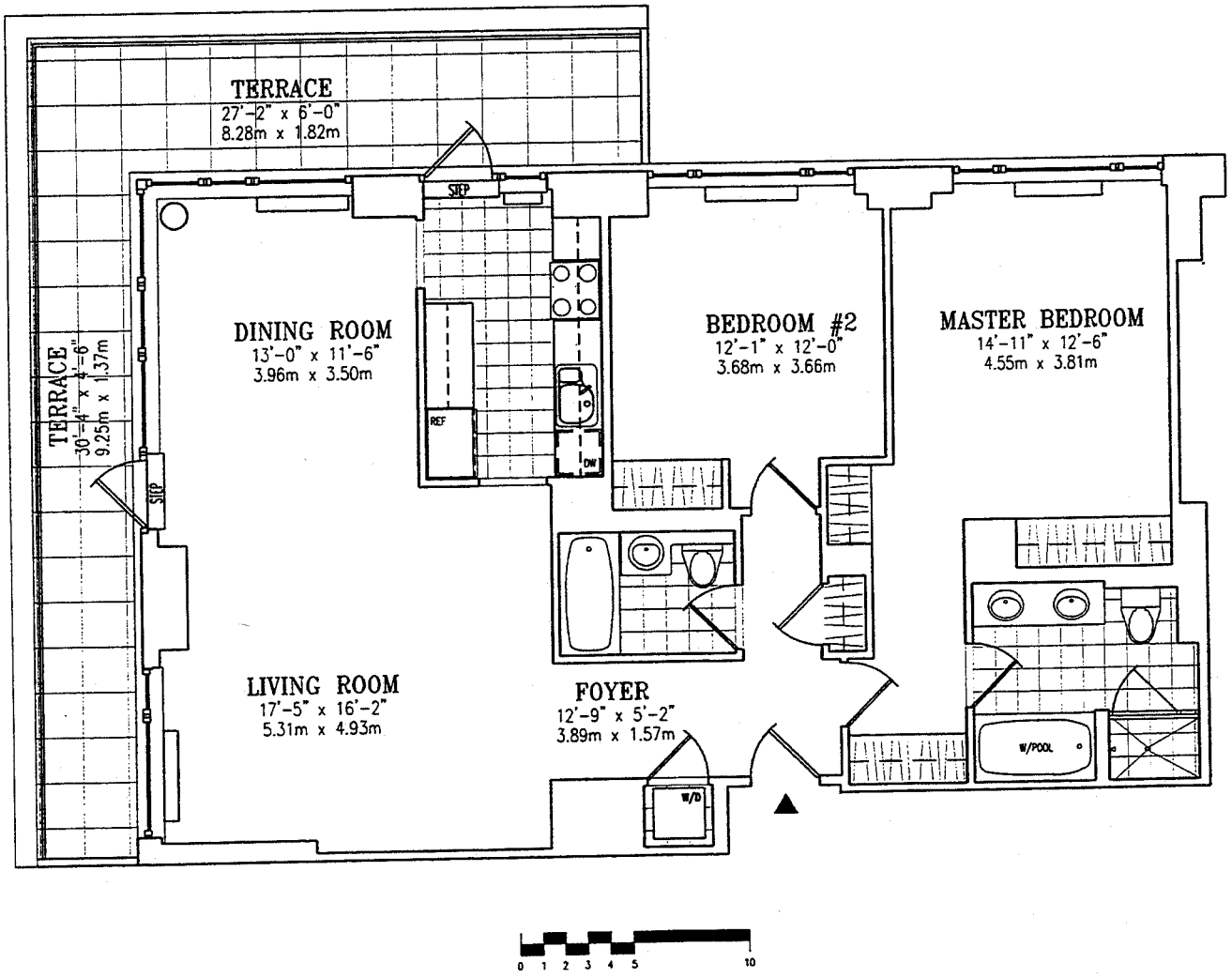
2000-10-27 244

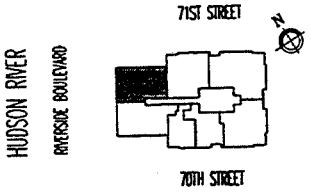
RESIDENCE A

2 BEDROOM
2 BATH
DINING ROOM
TERRACE

FLOOR: 29TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

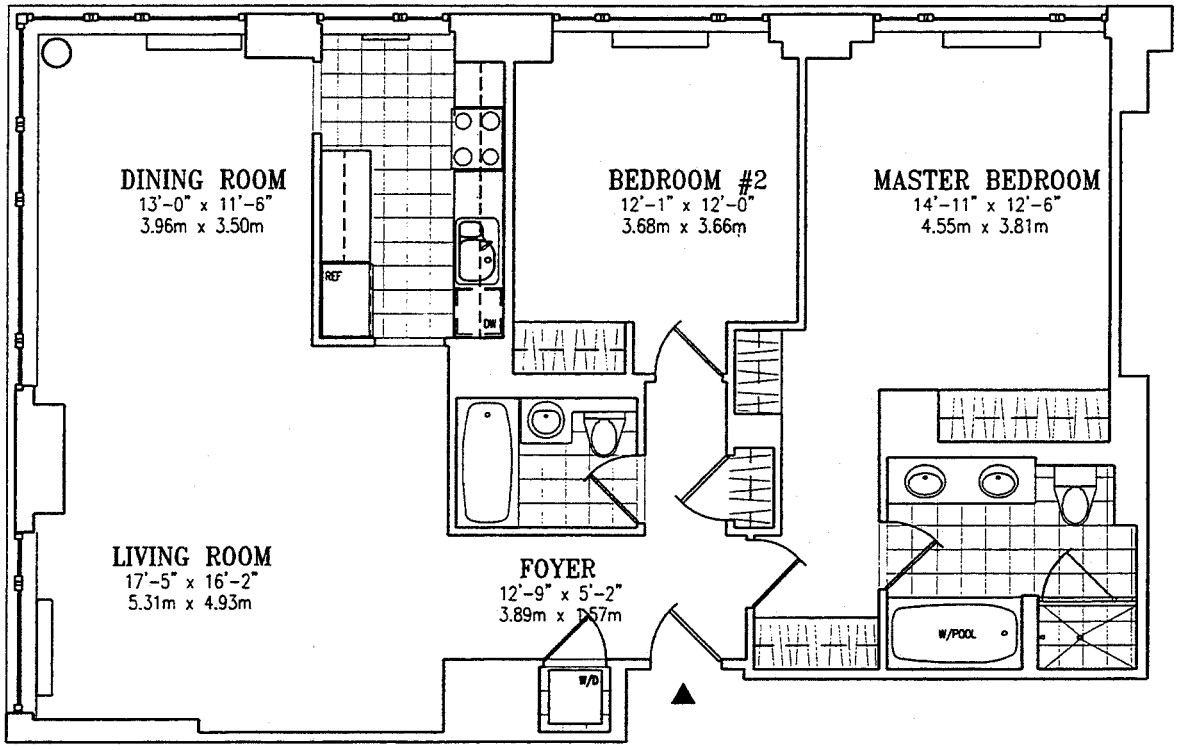
2000-10-27 260

RESIDENCE A

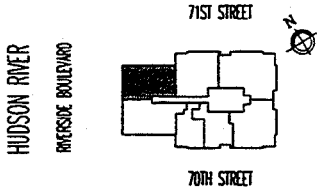
2 BEDROOM
2 BATH
DINING ROOM

FLOOR: 30TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

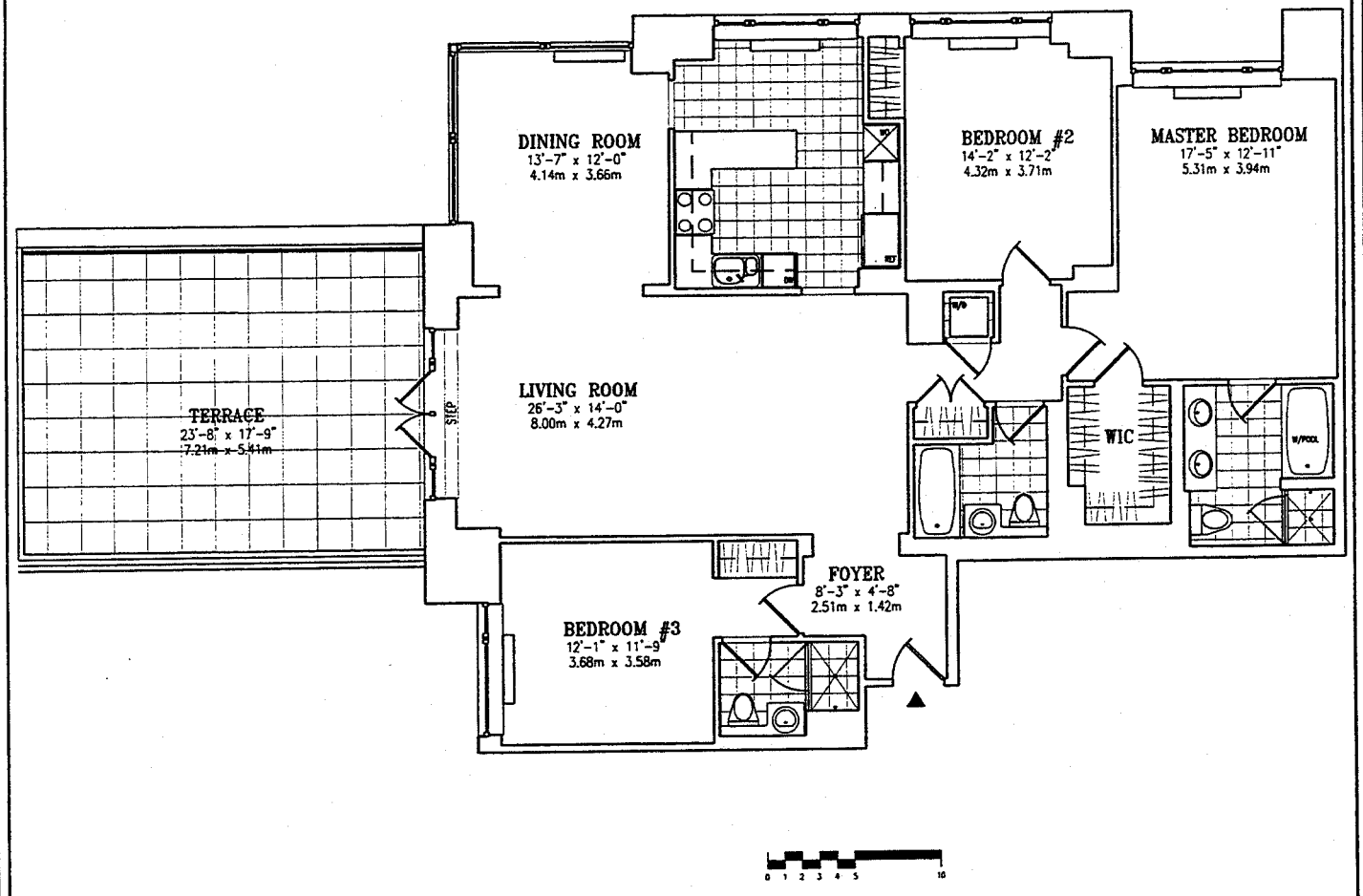
2000-10-27 260

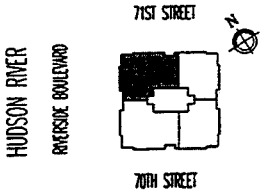
RESIDENCE A

3 BEDROOM
3 BATHS
DINING ROOM
TERRACE

FLOOR: 31ST

220 RIVERSIDE BOULEVARD





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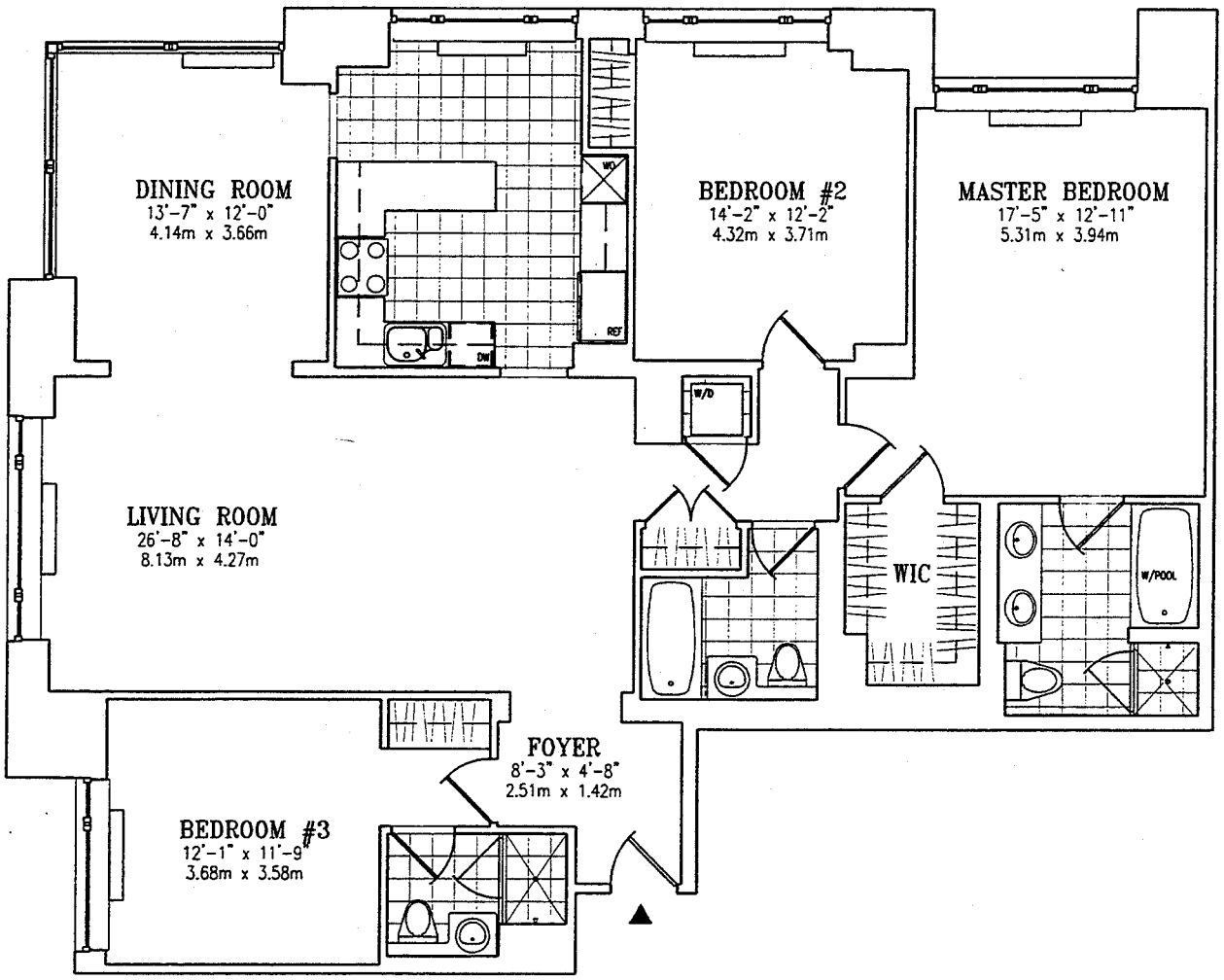
2000-10-27 244

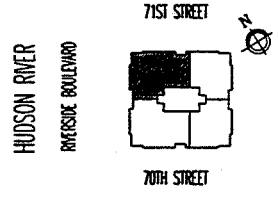
RESIDENCE A

3 BEDROOM
3 BATHS
DINING ROOM

FLOOR: 32ND THRU 46TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

10

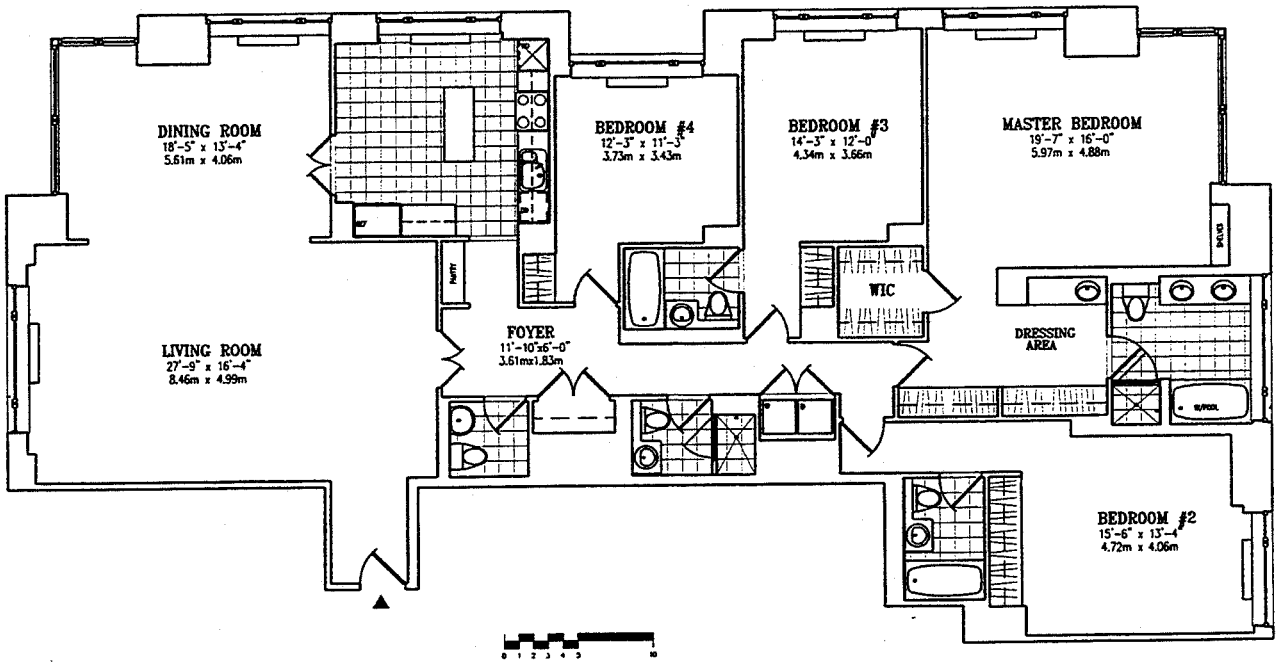
2000-10-27 280

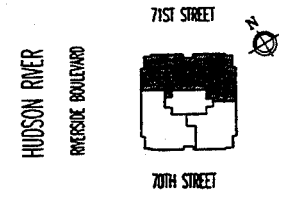
RESIDENCE A

4 BEDROOM
4 1/2 BATHS
DINING ROOM

FLOOR: PH1 THRU PH4

220 RIVERSIDE BOULEVARD





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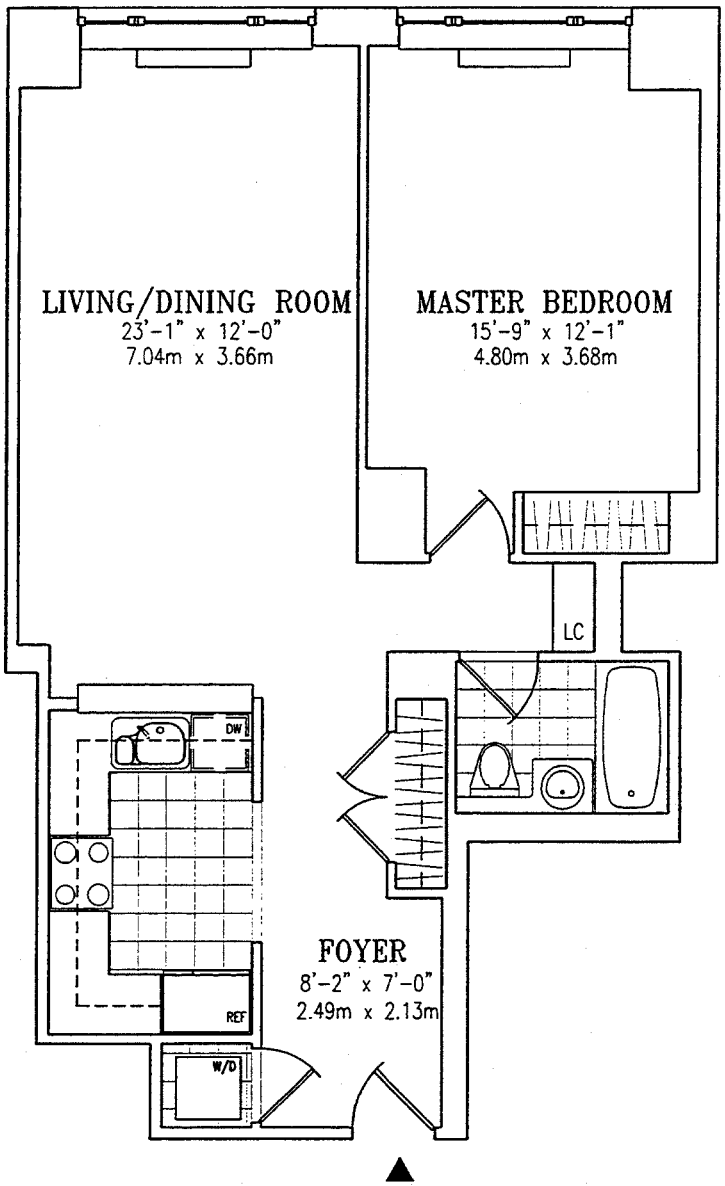
2000-10-27 260

RESIDENCE B

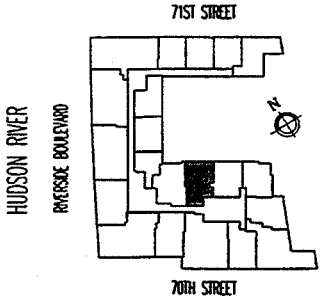
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 16TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

12

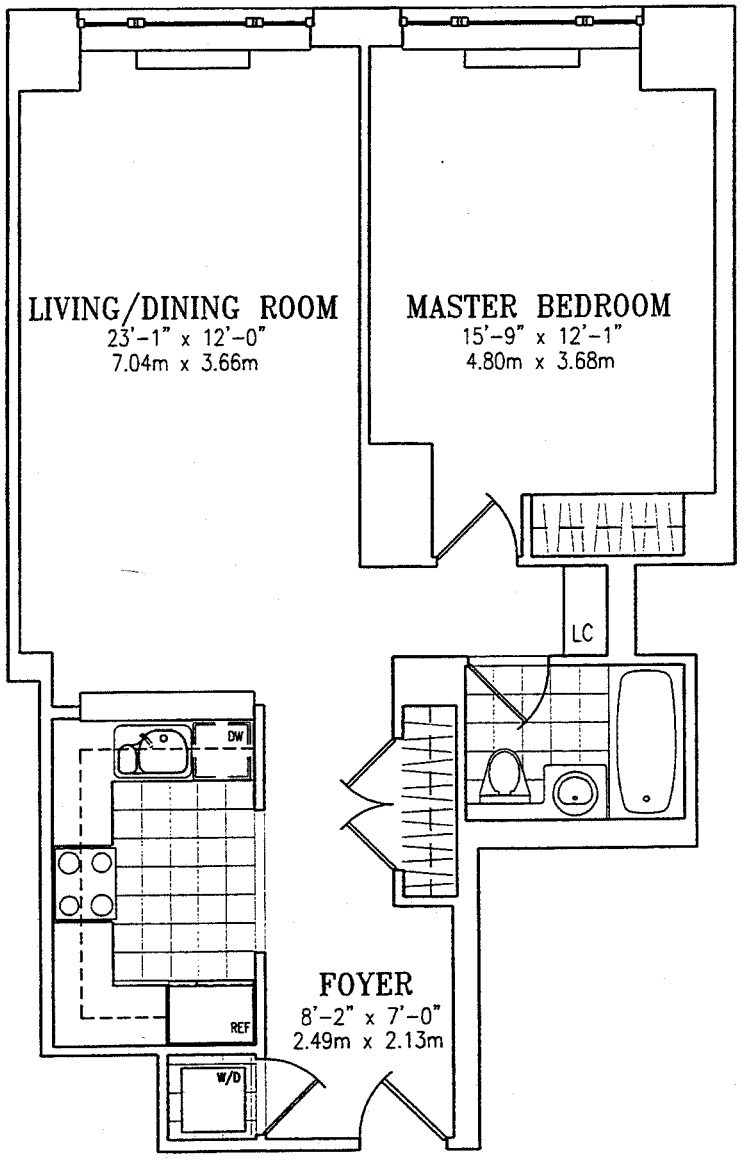
2006-10-27 250

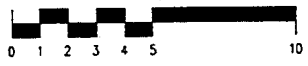
RESIDENCE B

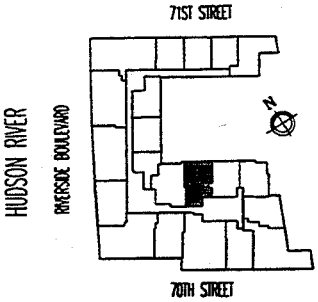
1 BEDROOM
1 BATH

FLOOR: 17TH

220 RIVERSIDE BOULEVARD







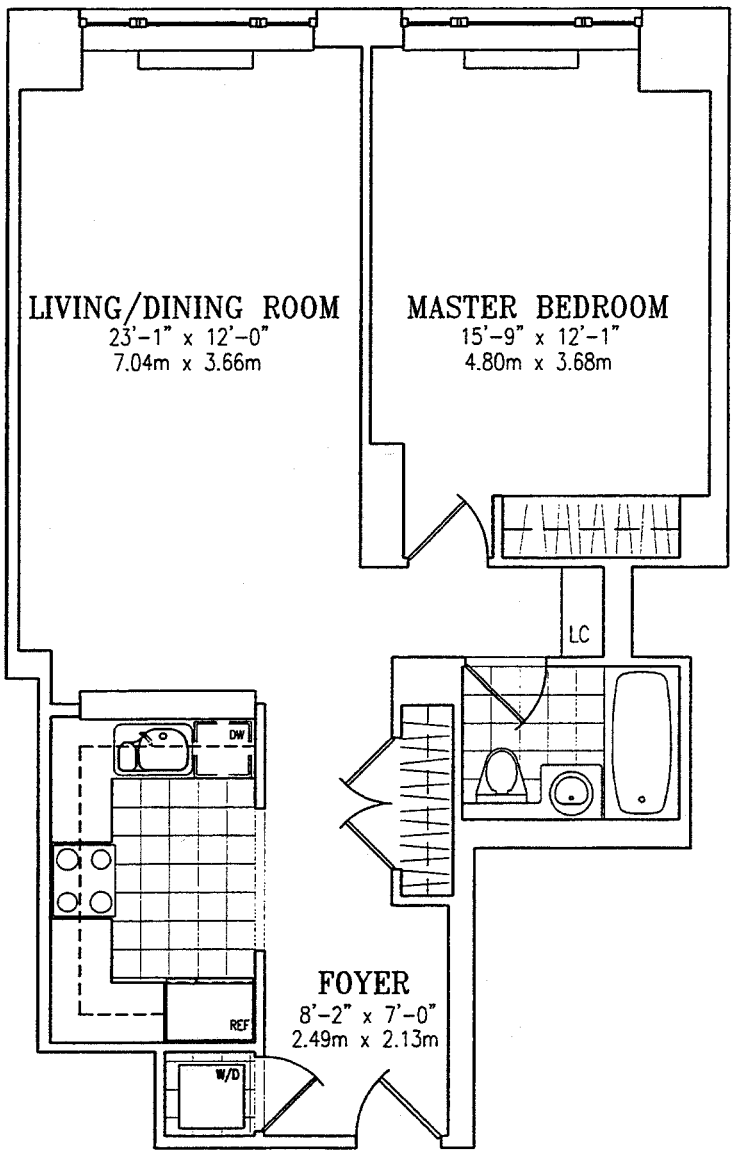
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

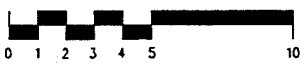
RESIDENCE B

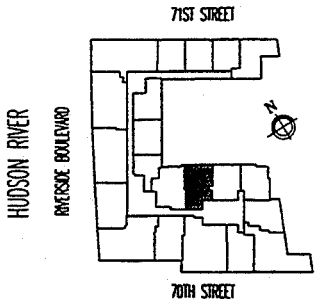
1 BEDROOM
1 BATH

FLOOR: 18TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

13A

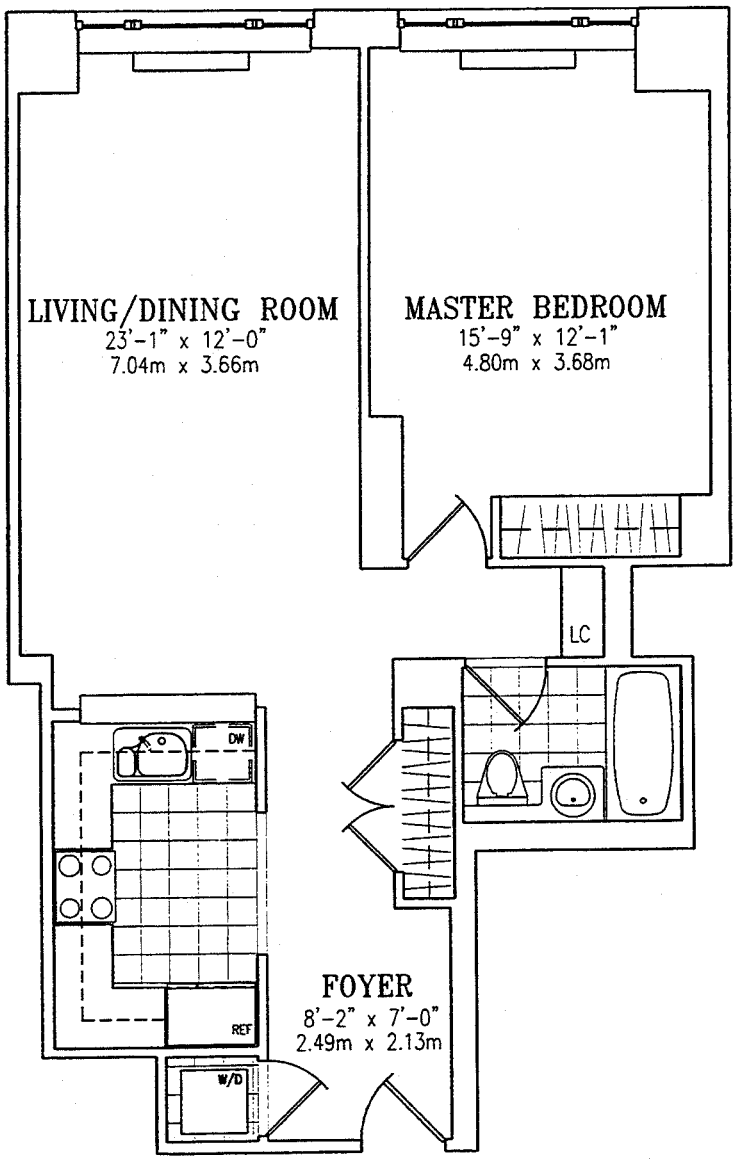
2000-10-27 260

RESIDENCE B

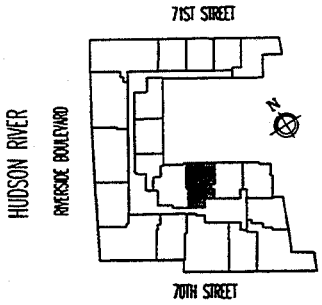
1 BEDROOM
1 BATH

FLOORS: 19TH

220 RIVERSIDE BOULEVARD







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13B

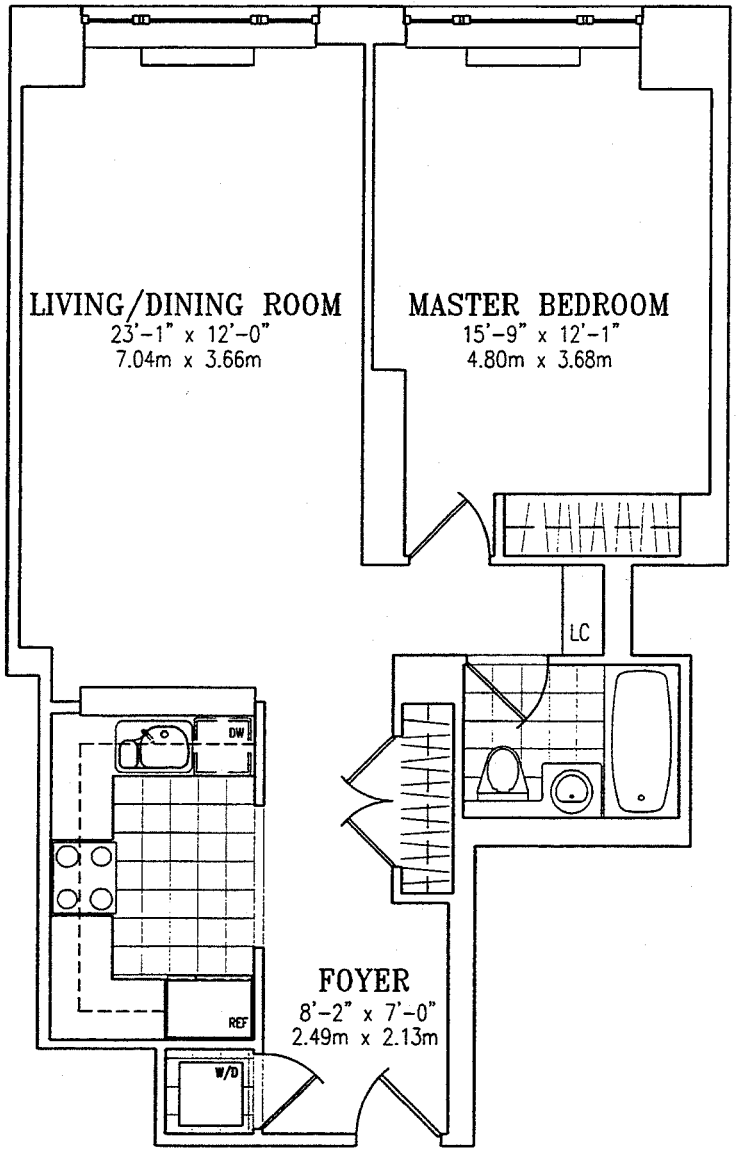
2000-10-27 260

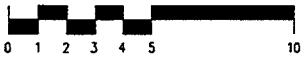
RESIDENCE B

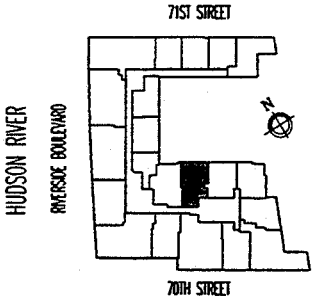
1 BEDROOM
1 BATH

FLOORS: 20TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

13C

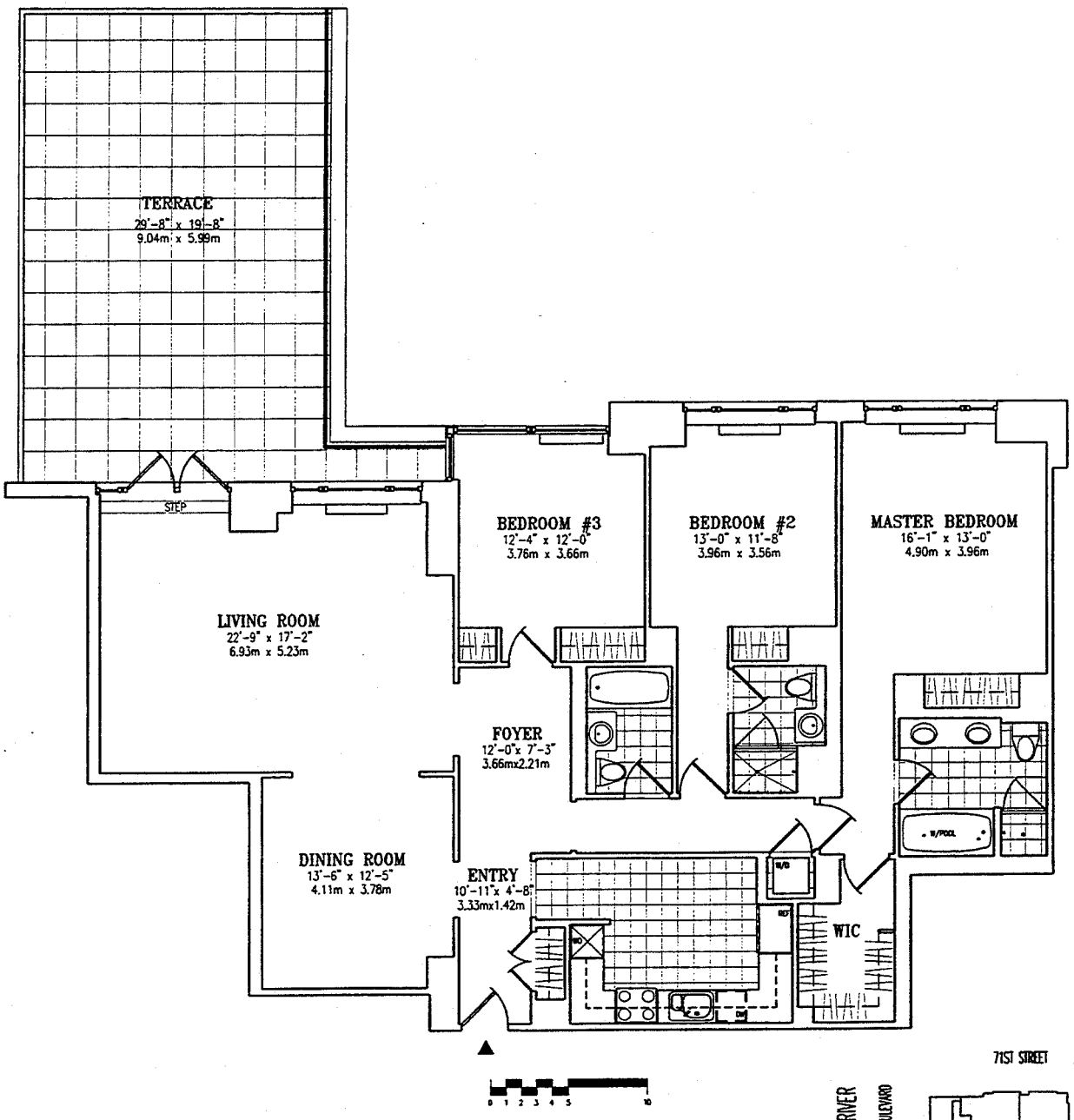
2000-10-27 280

RESIDENCE B

3 BEDROOM
3 BATH
DINING ROOM
TERRACE

FLOOR: 21ST

220 RIVERSIDE BOULEVARD



All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

14

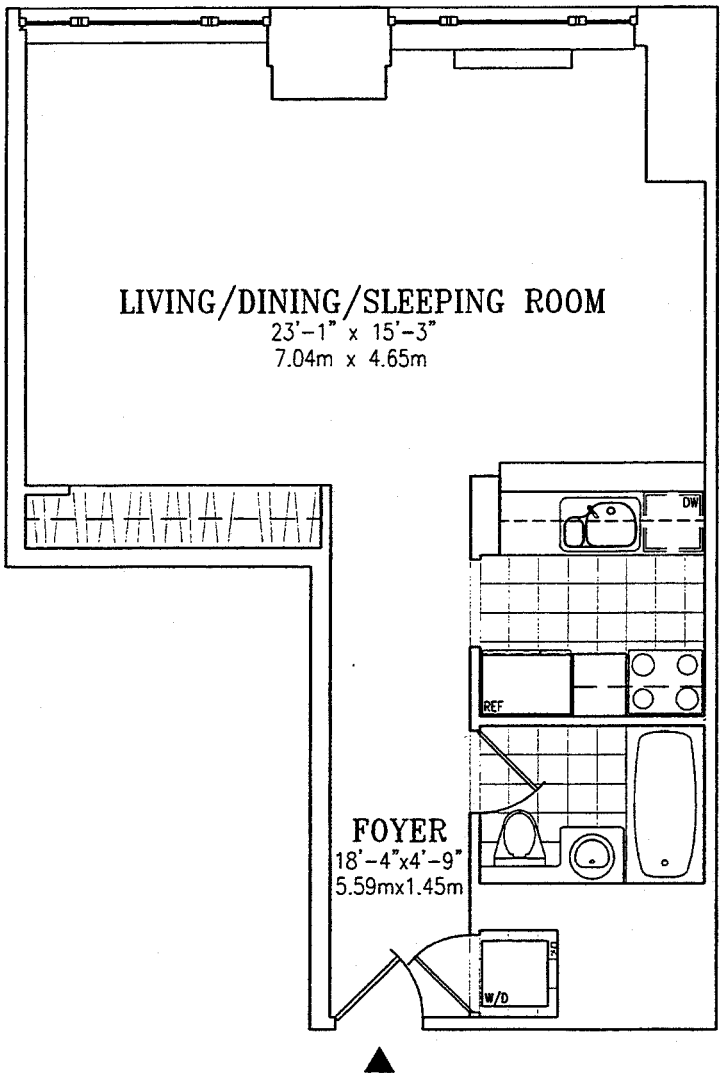
2000-10-27 260

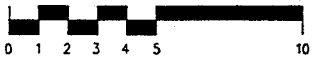
RESIDENCE B

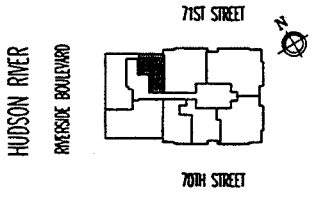
STUDIO
1 BATH

FLOORS: 22ND THRU 23RD

220 RIVERSIDE BOULEVARD







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15

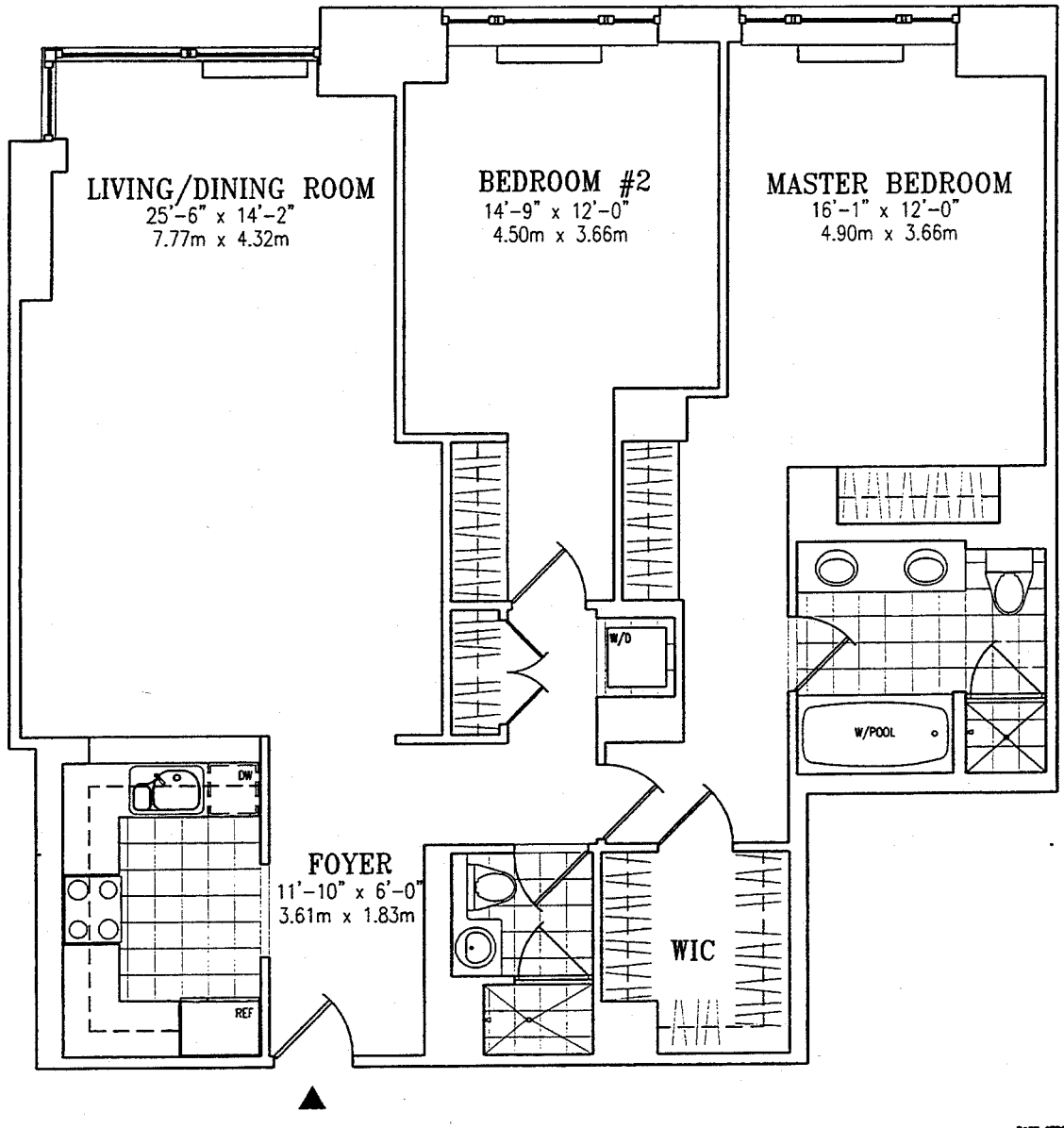
2000-10-27 244

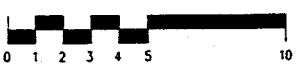
RESIDENCE B

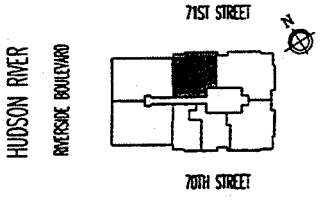
2 BEDROOM
2 BATH

FLOORS: 24TH & 25TH

220 RIVERSIDE BOULEVARD







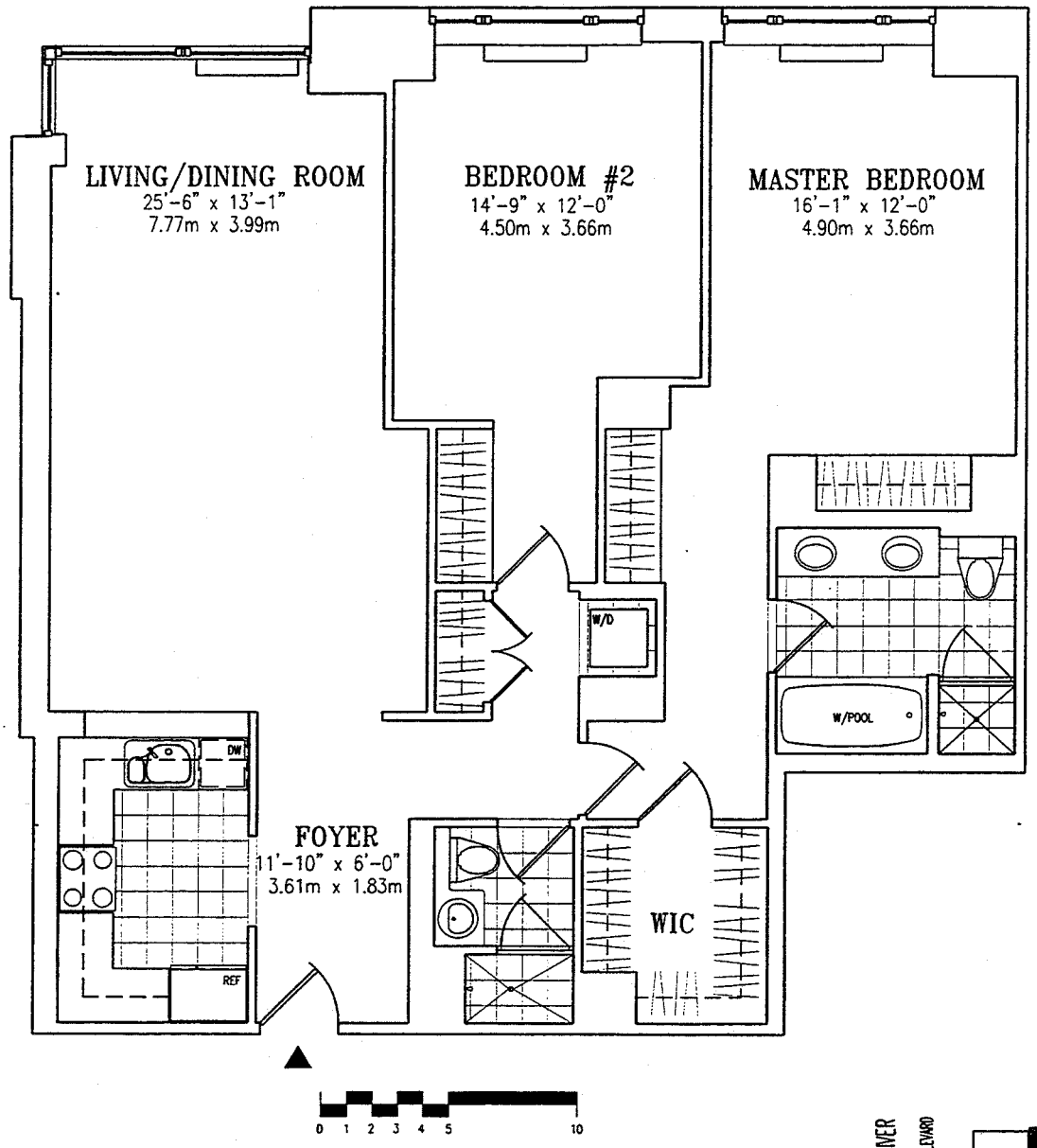
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

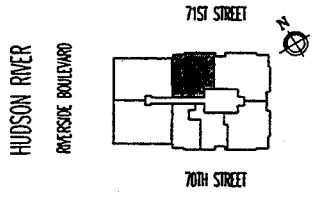
RESIDENCE B

2 BEDROOM
2 BATH

FLOORS: 26TH THRU 28TH

220 RIVERSIDE BOULEVARD





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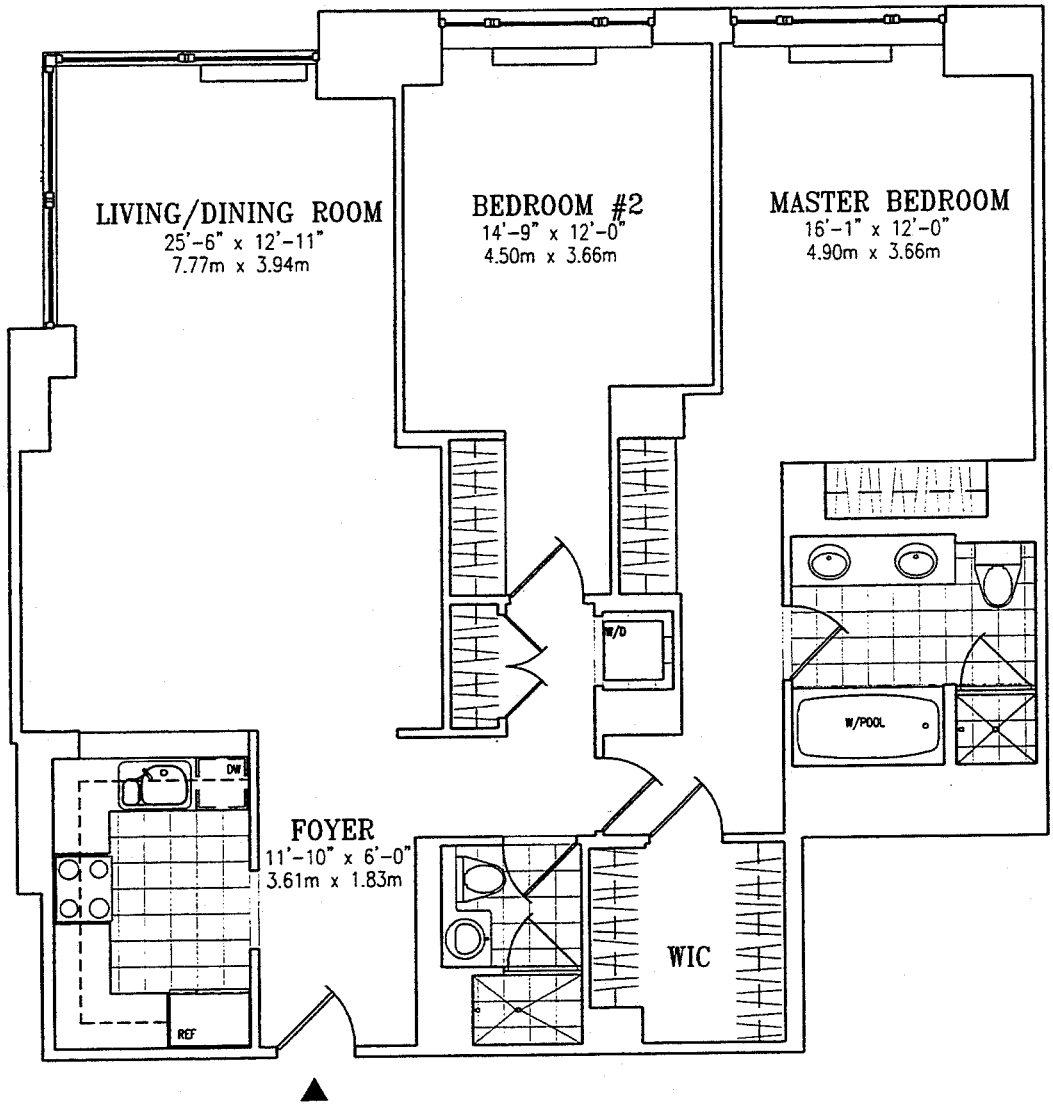
2000-10-27 244

RESIDENCE B

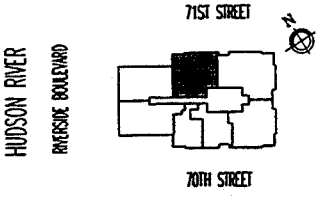
2 BEDROOM
2 BATH

FLOORS: 29TH & 30TH

220 RIVERSIDE BOULEVARD







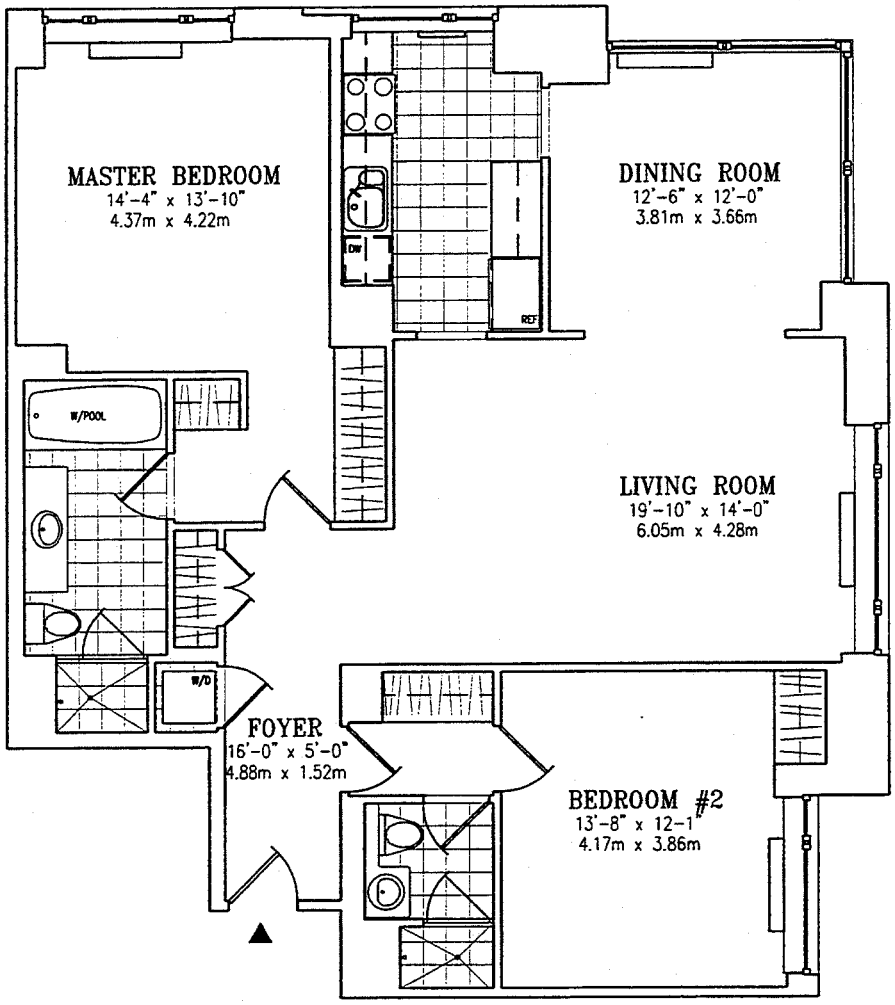
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

RESIDENCE B

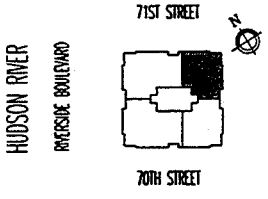
2 BEDROOM
2 BATHS
DINING ROOM

FLOOR: 31ST THRU 46TH

220 RIVERSIDE BOULEVARD







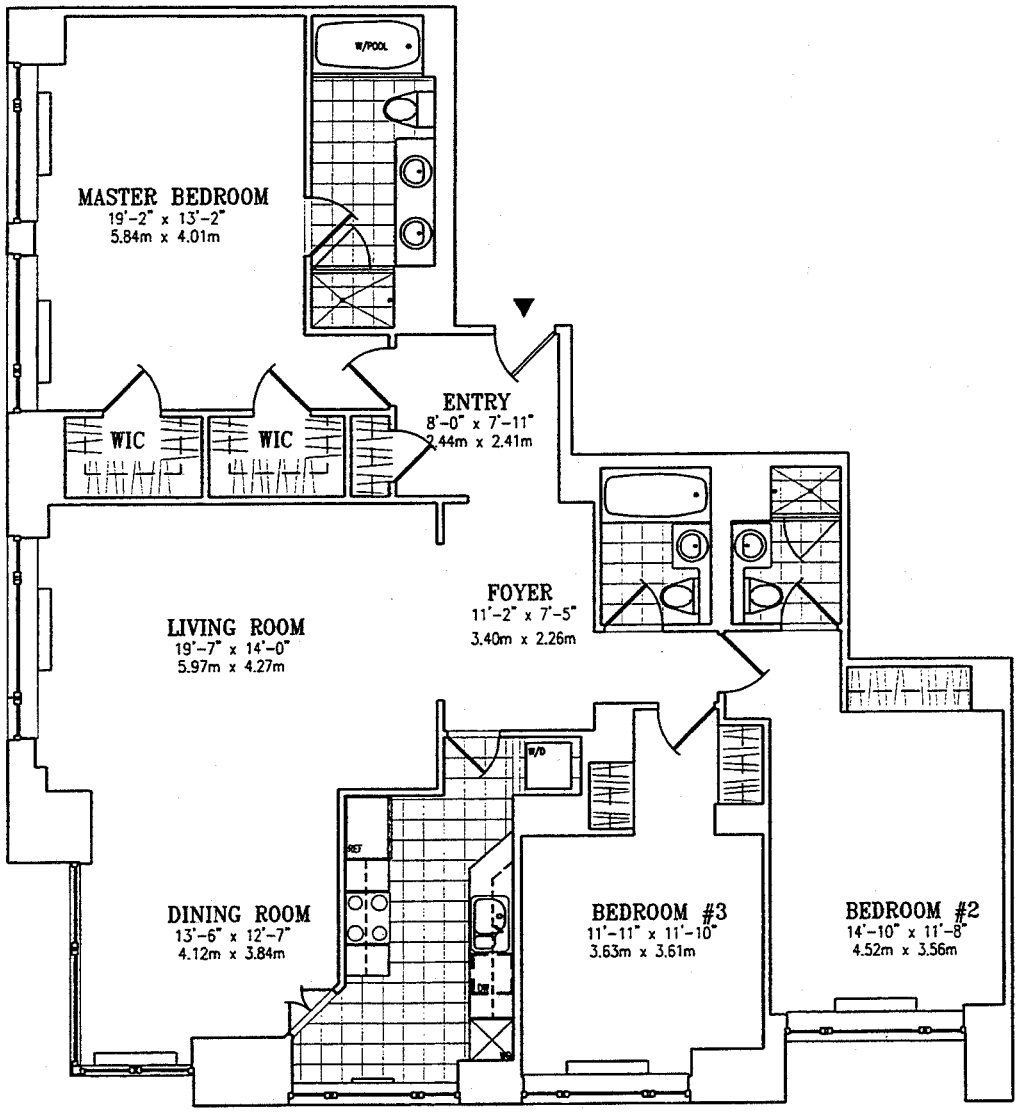
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

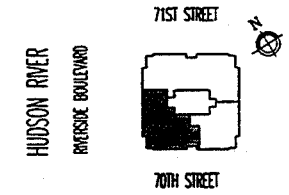
RESIDENCE B

3 BEDROOM
3 BATHS
DINING ROOM

FLOOR: PH1 THRU PH4

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

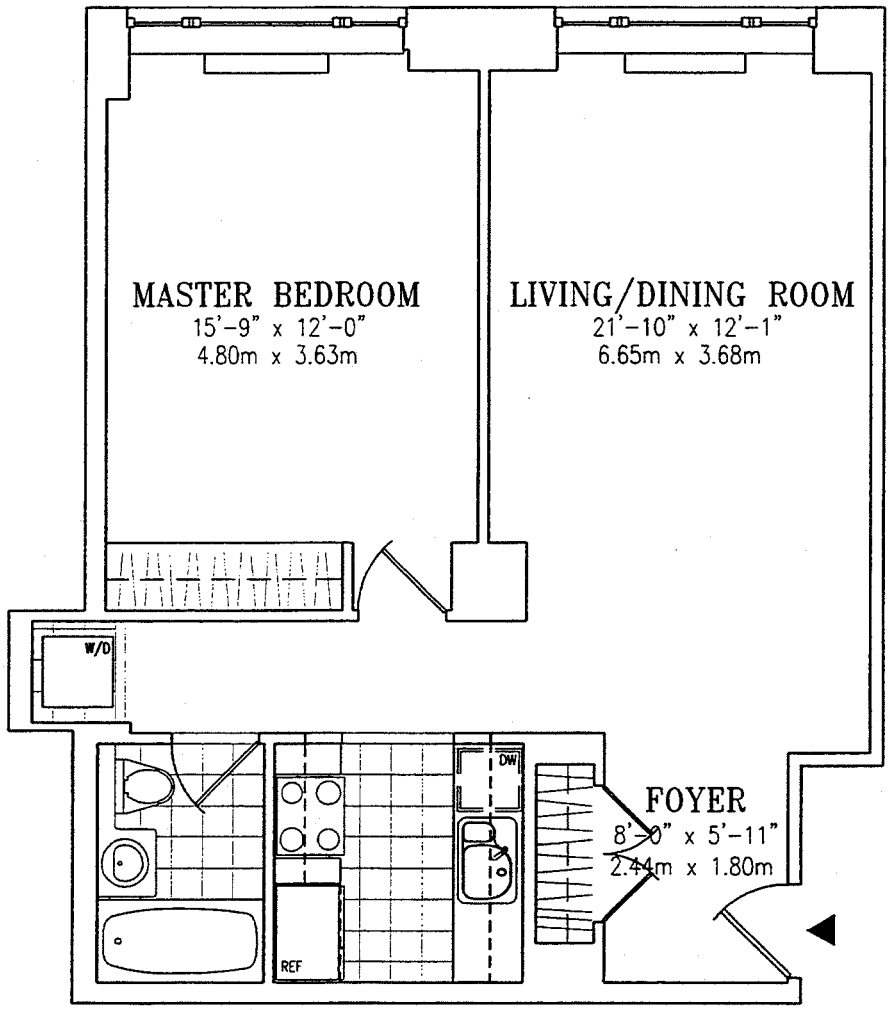
2000-10-27 250

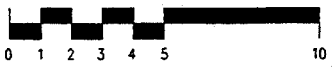
RESIDENCE C

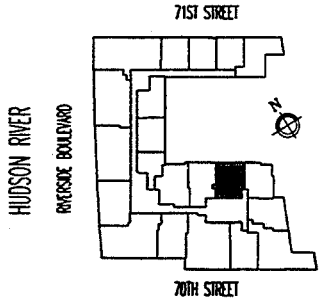
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

21

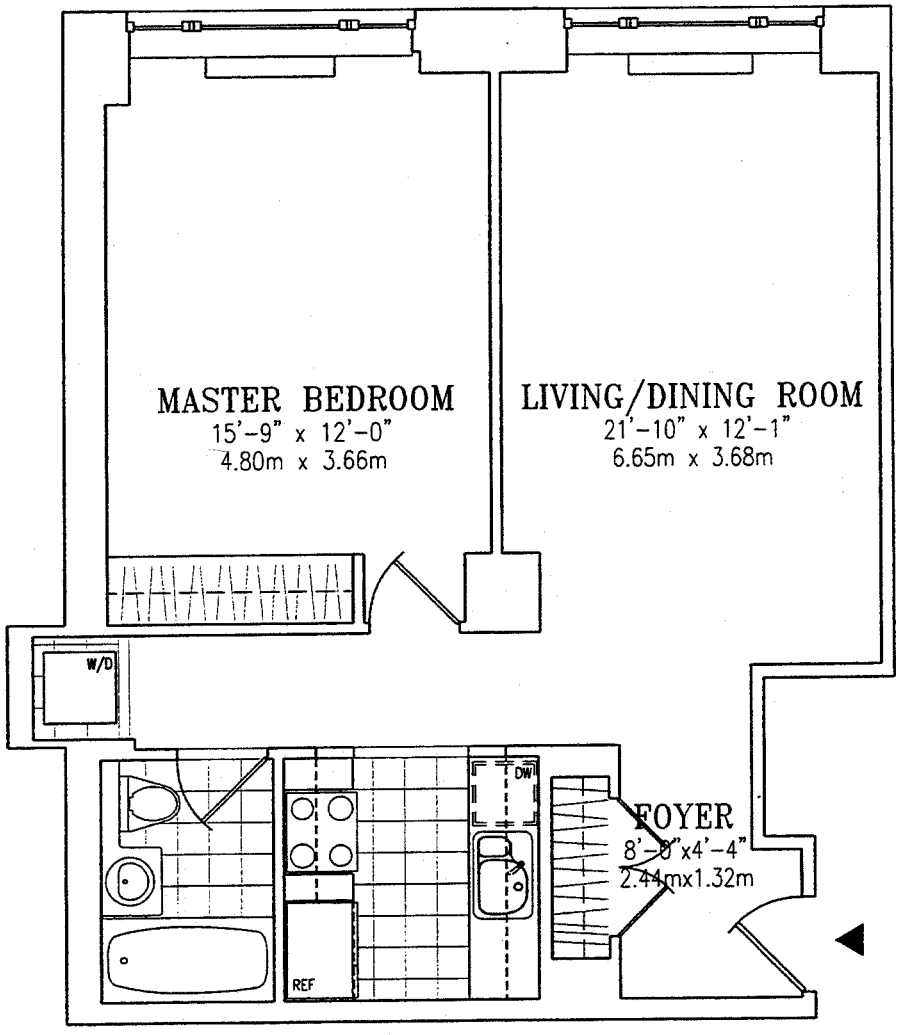
2000-10-27 260

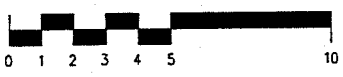
RESIDENCE C

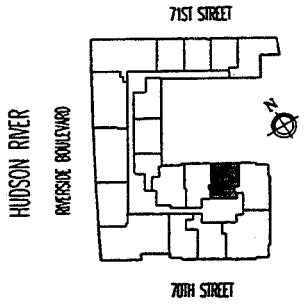
1 BEDROOM
1 BATH

FLOORS: 6TH THRU 15TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

22

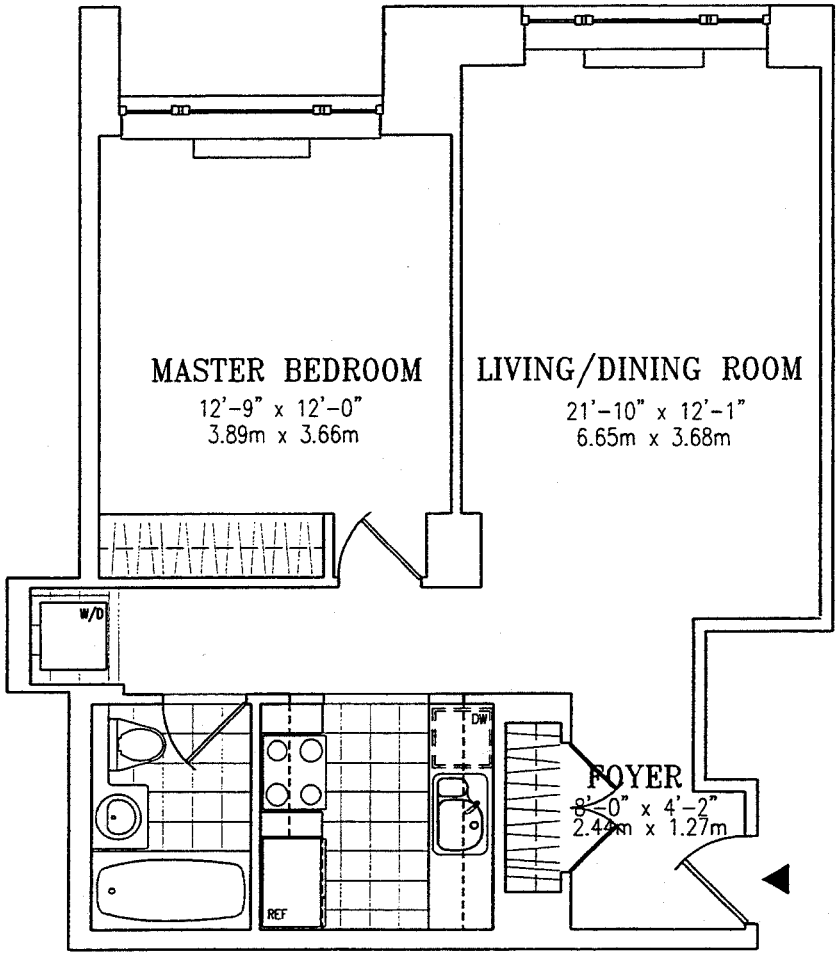
2000-10-27 280

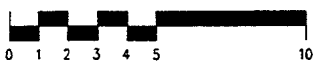
RESIDENCE C

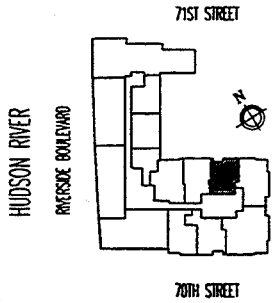
1 BEDROOM
1 BATH

FLOORS: 16TH THRU 17TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

23

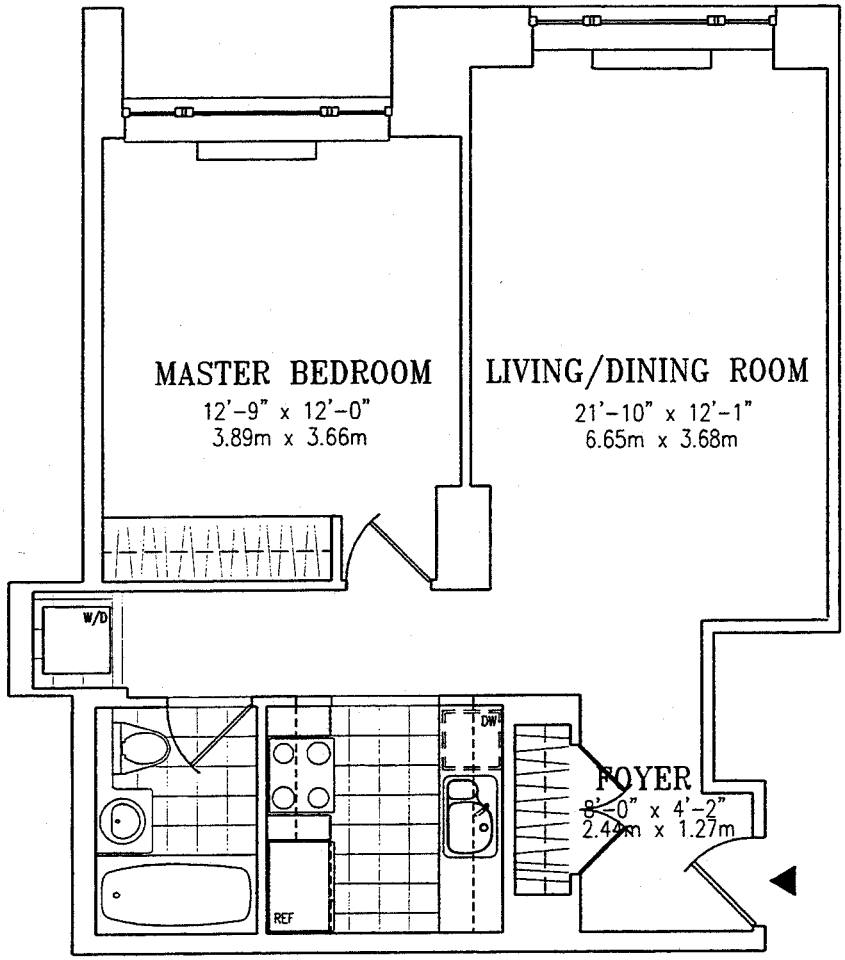
2000-10-27 260

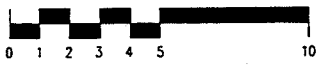
RESIDENCE C

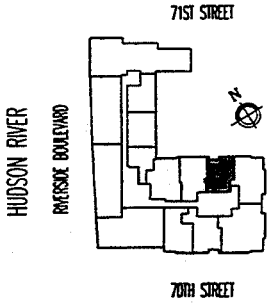
1 BEDROOM
1 BATH

FLOORS: 18TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

23A

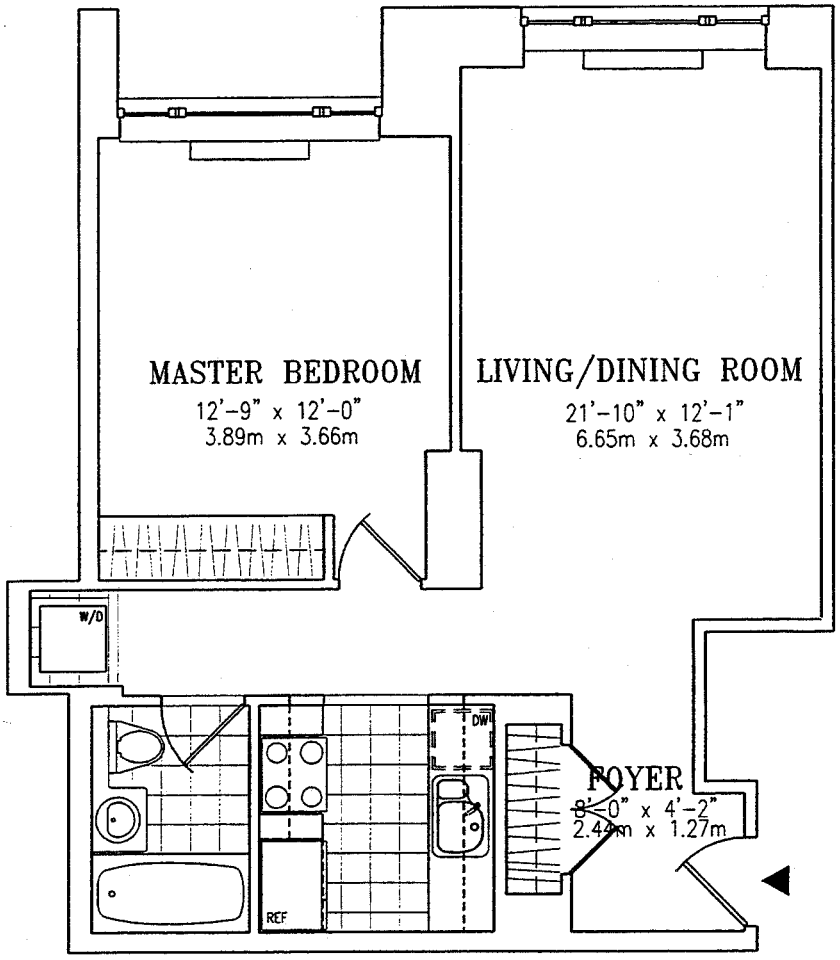
2000-10-27 260

RESIDENCE C

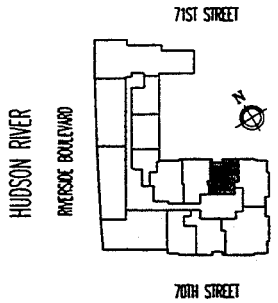
1 BEDROOM
1 BATH

FLOORS: 19TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

23B

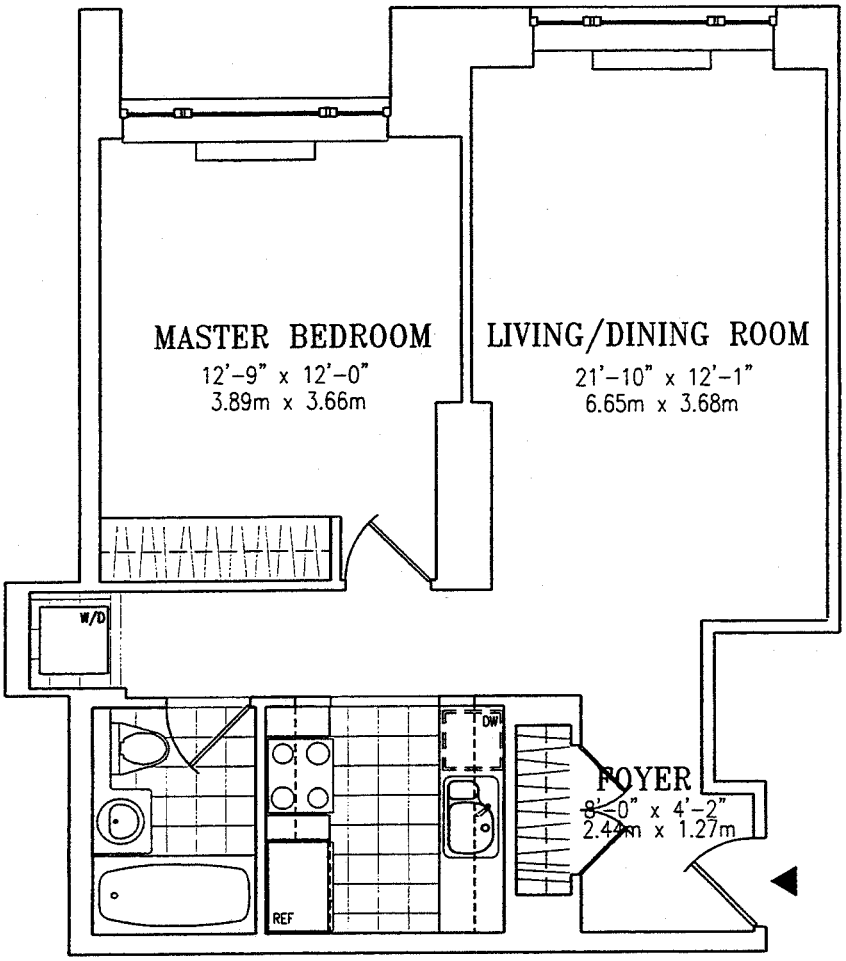
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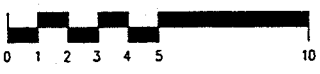
RESIDENCE C

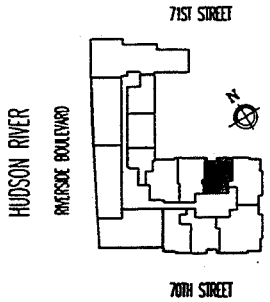
1 BEDROOM
1 BATH

FLOORS: 20TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

23C

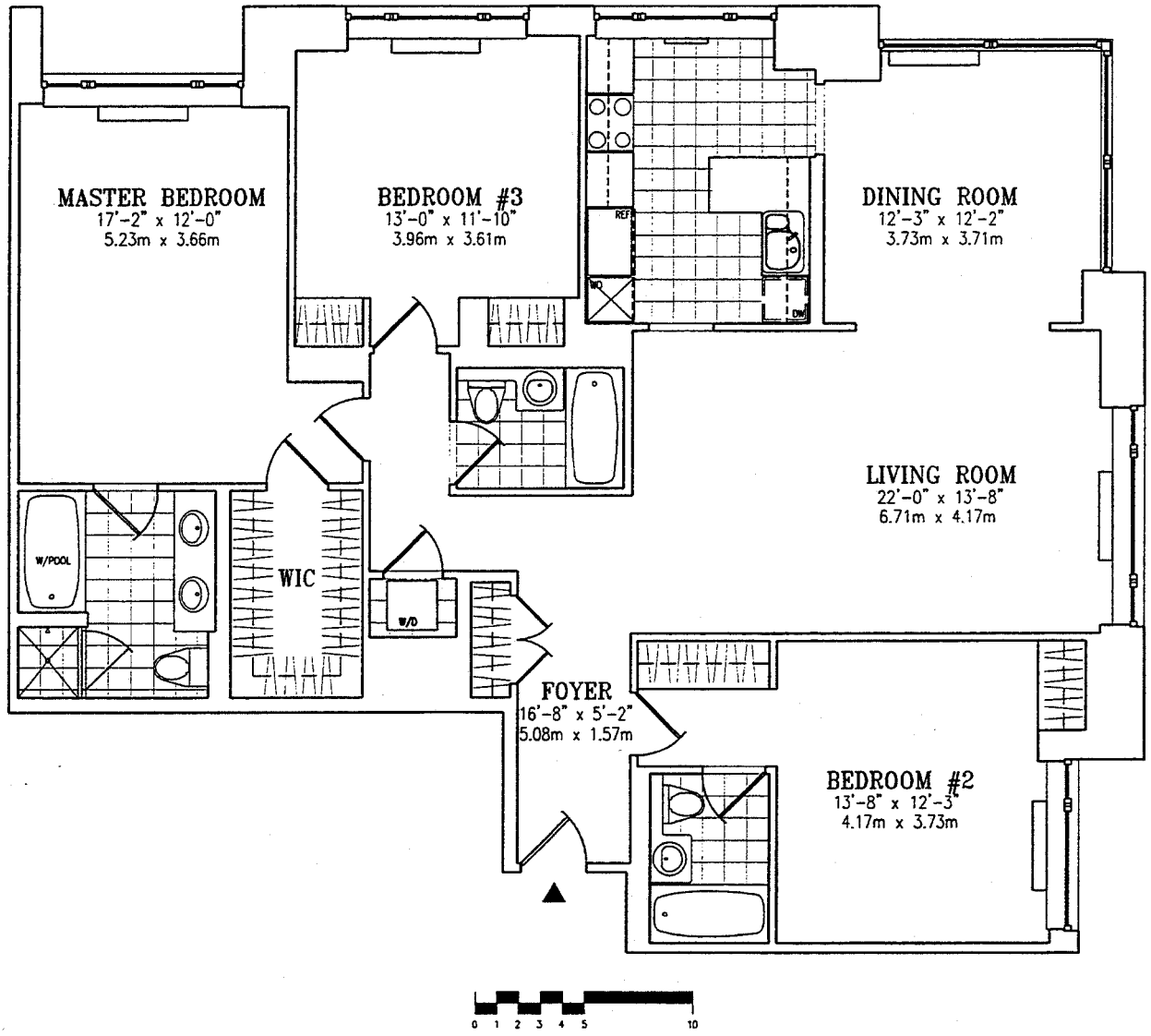
2000-10-27 260

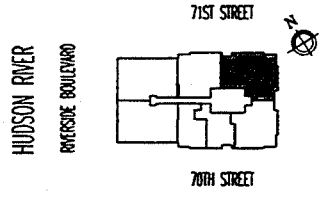
RESIDENCE C

3 BEDROOM
3 BATH
DINING ROOM

FLOORS: 21ST

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

24

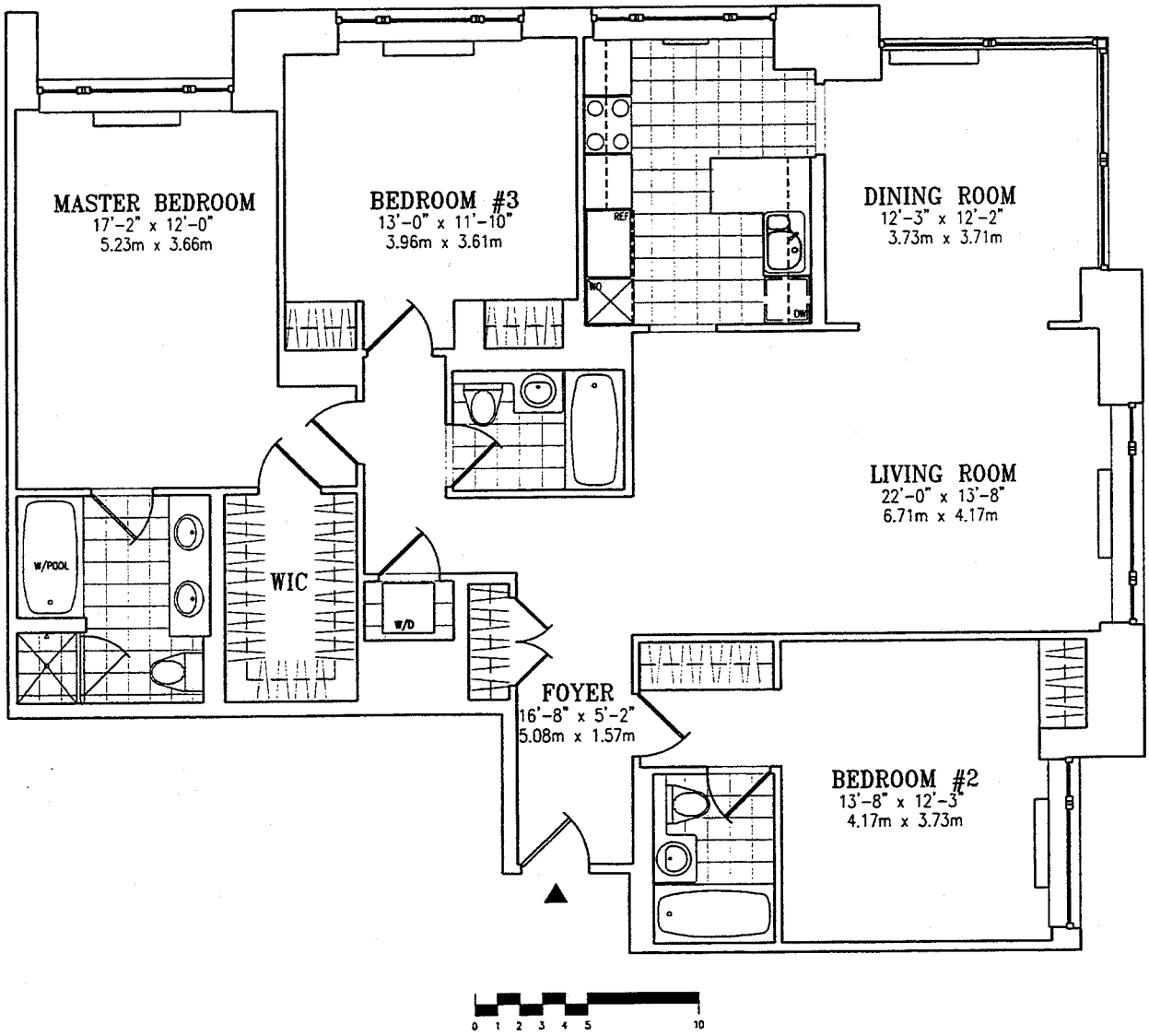
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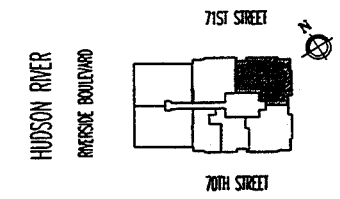
RESIDENCE C

3 BEDROOM
3 BATH
DINING ROOM

FLOORS: 24TH THRU 28TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

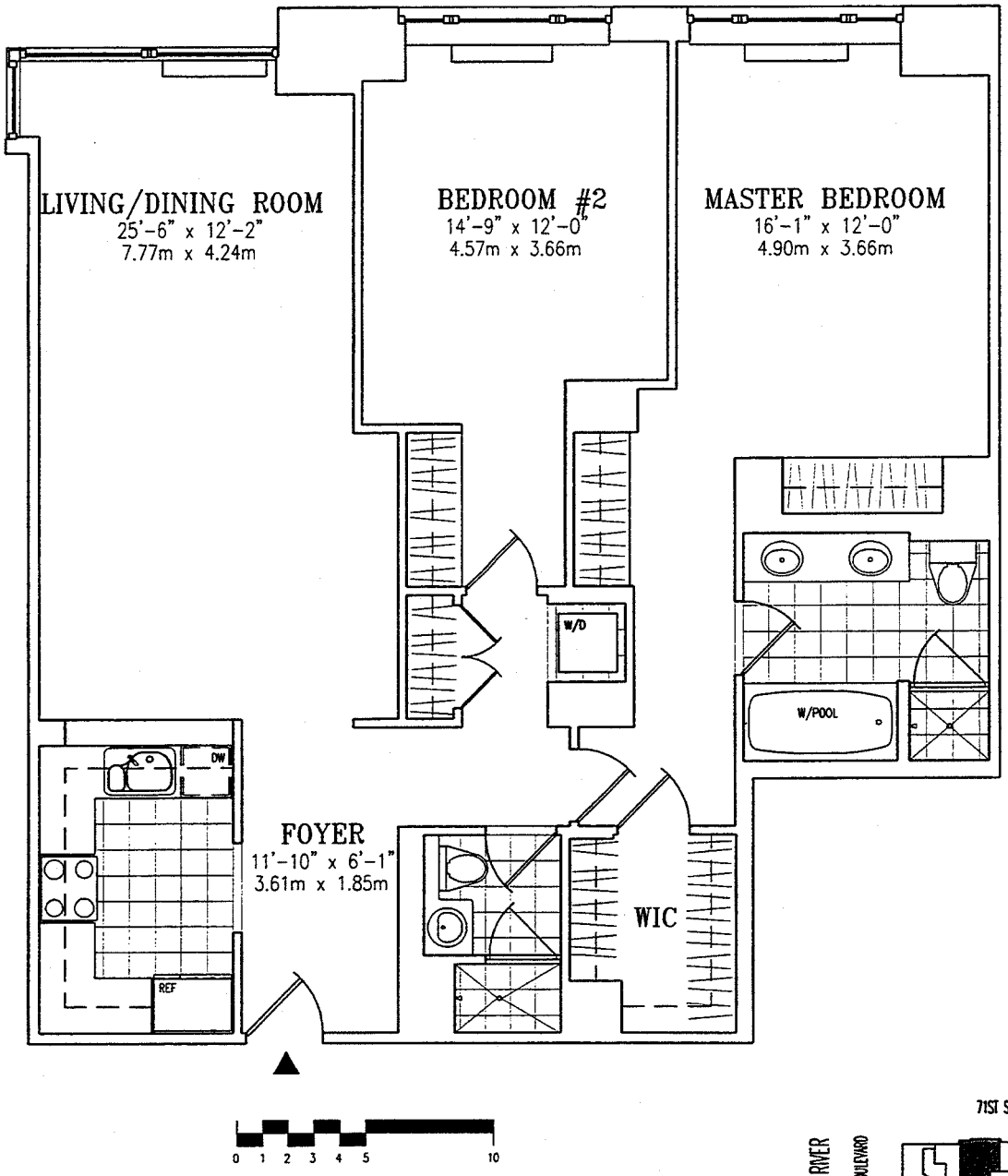
24A

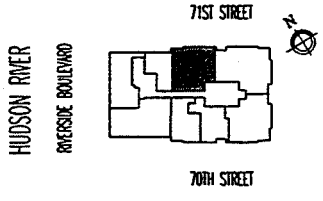
2000-10-27 260

RESIDENCE C
2 BEDROOM
2 BATH

FLOORS: 22ND AND 23RD

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

25

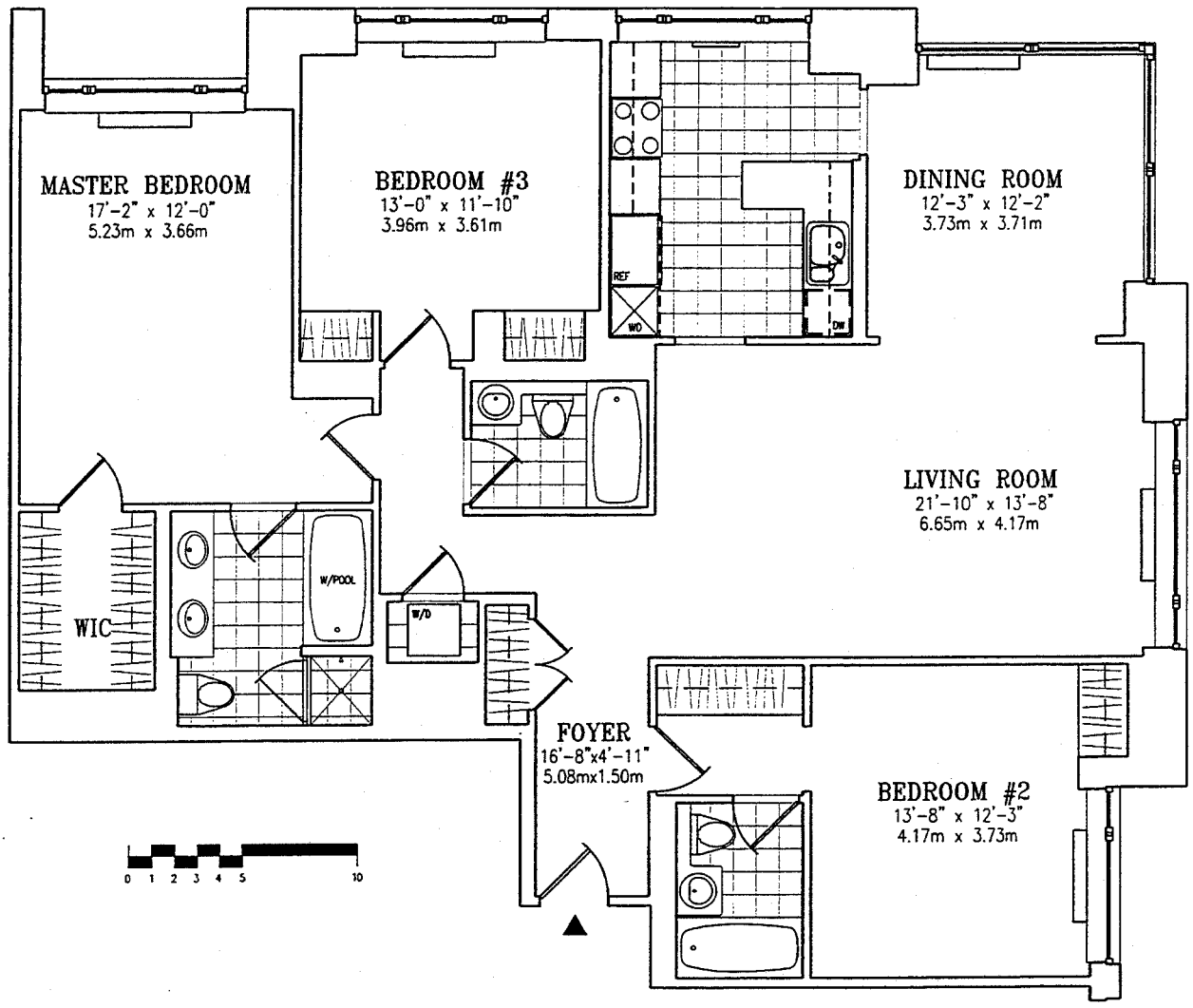
2000-10-27 244

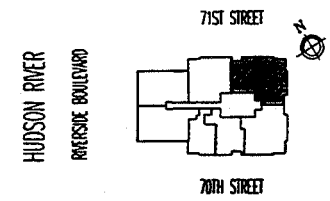
RESIDENCE C

3 BEDROOM
2 BATH
DINING ROOM

FLOORS: 29TH & 30TH

220 RIVERSIDE BOULEVARD





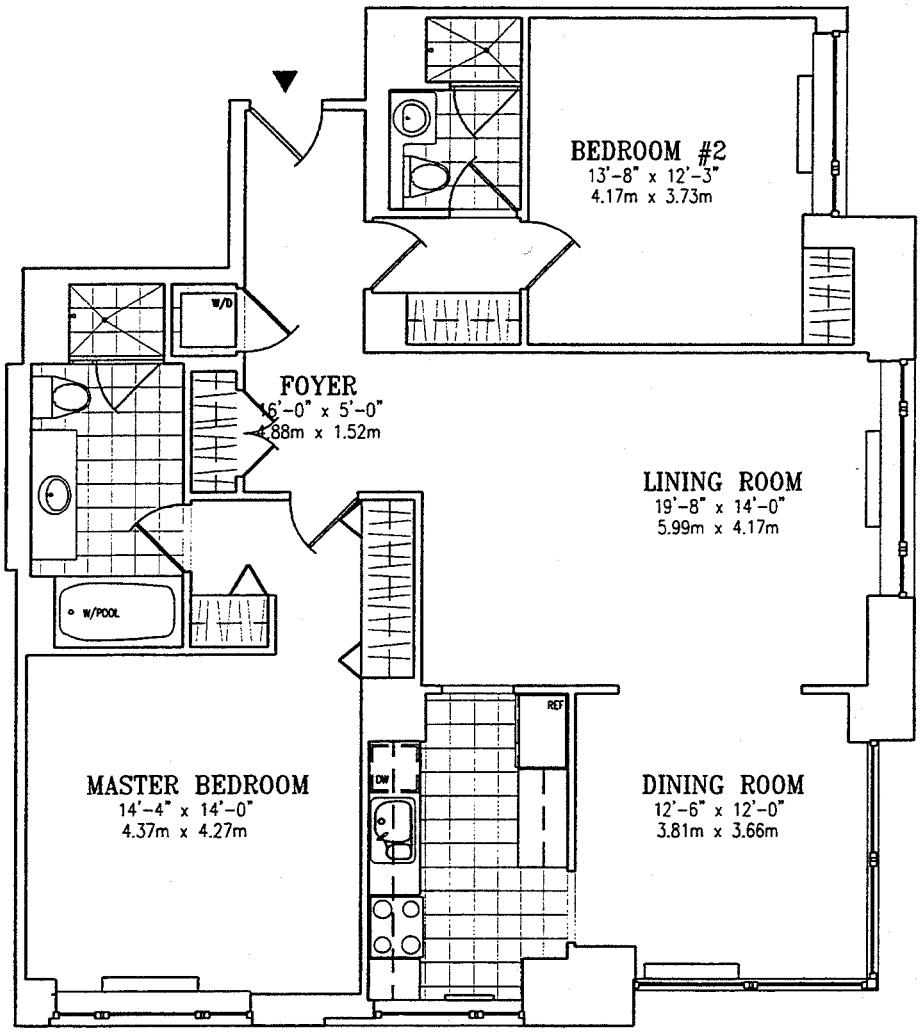
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

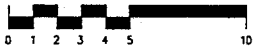
RESIDENCE C

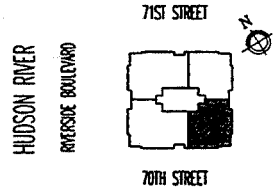
2 BEDROOM
2 BATHS
DINING ROOM

FLOOR: 31ST THRU 46TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

27

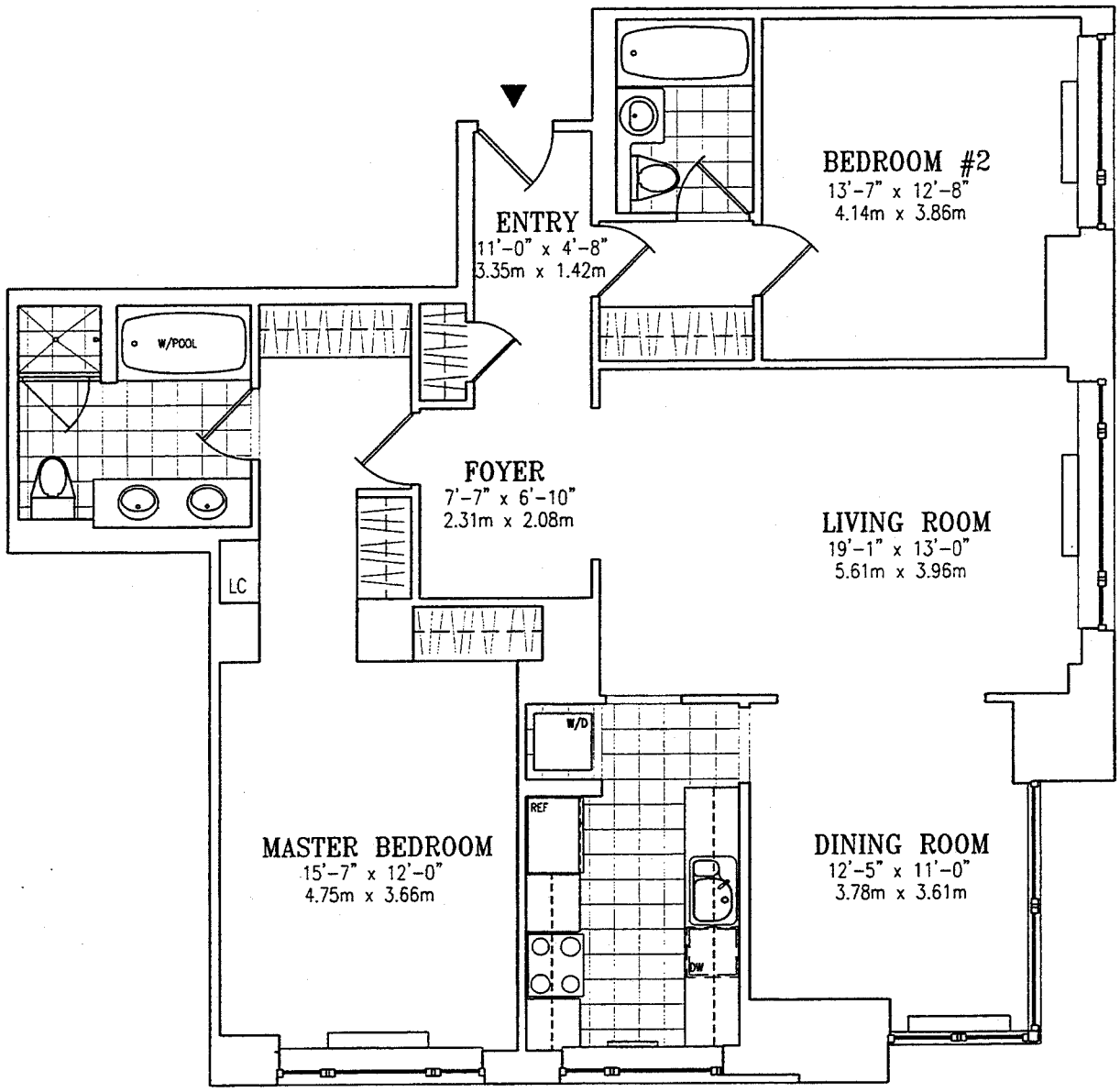
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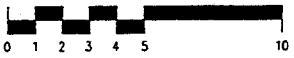
RESIDENCE C

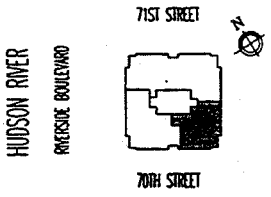
2 BEDROOM
2 BATHS
DINING ROOM

FLOOR: PH1 THRU PH4

220 RIVERSIDE BOULEVARD







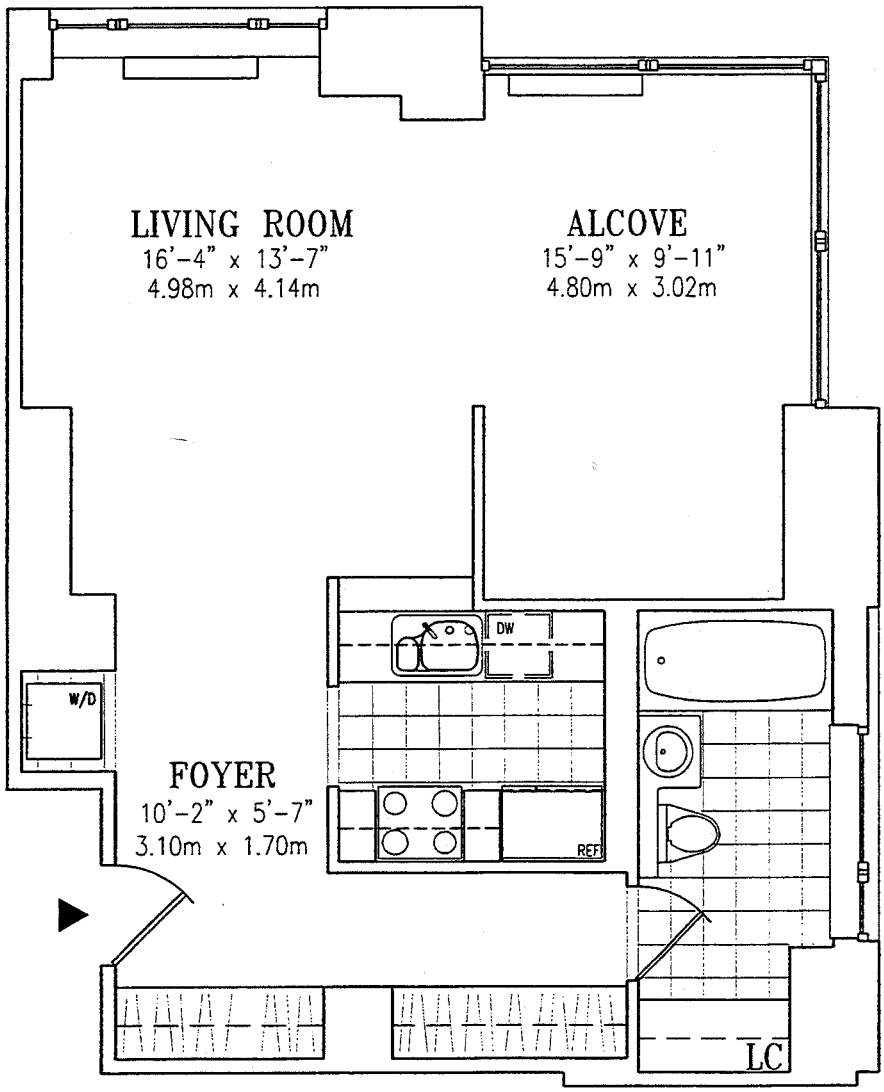
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

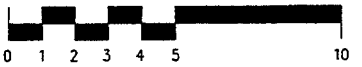
RESIDENCE D

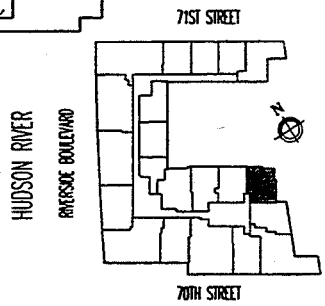
STUDIO
1 BATH
W/ALCOVE

FLOORS 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







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29

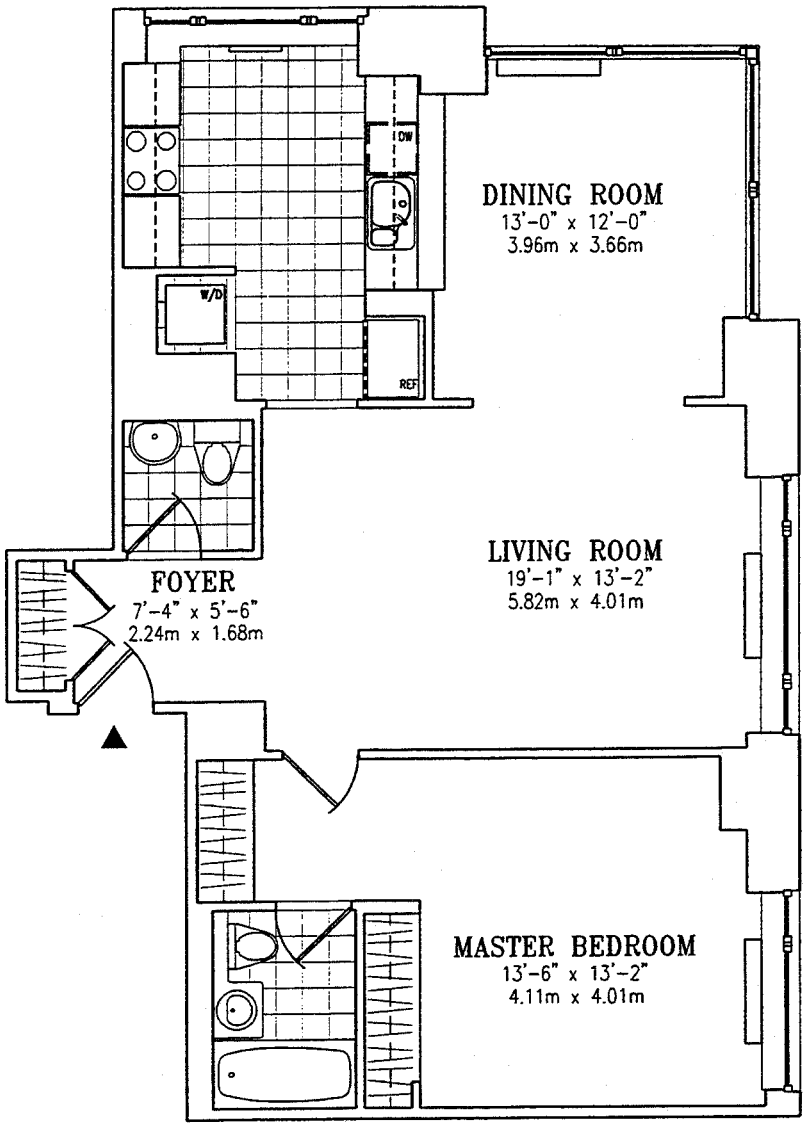
2000-10-27 260

RESIDENCE D

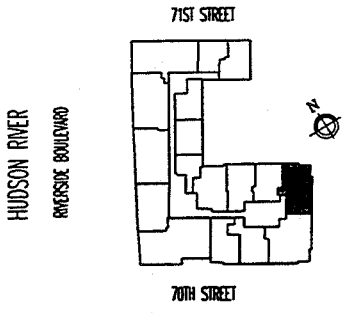
1 BEDROOM
1 1/2 BATH
DINING ROOM

FLOORS: 6TH THRU 15TH

220 RIVERSIDE BOULEVARD







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30

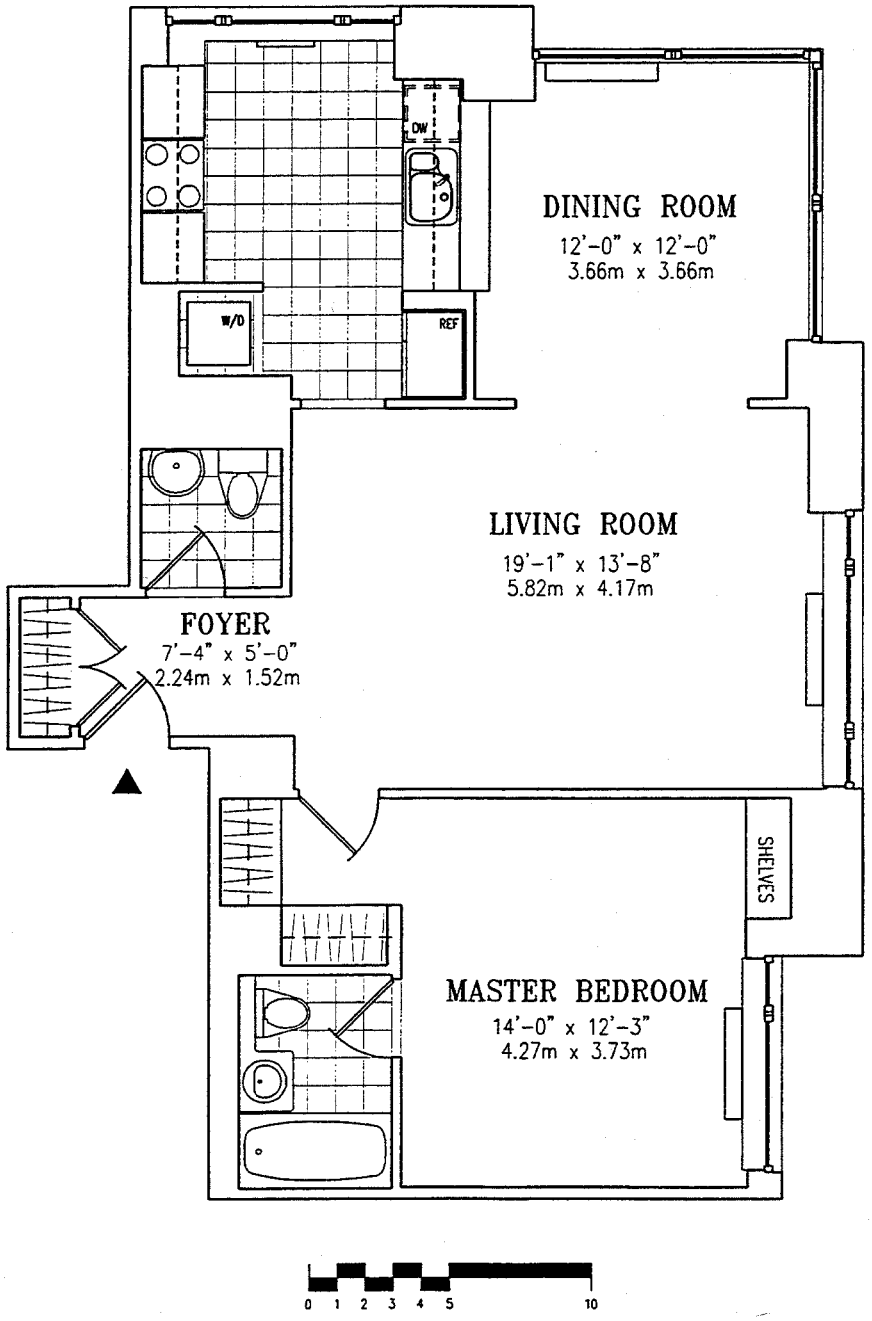
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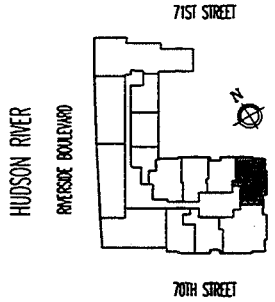
RESIDENCE D

1 BEDROOM
1 1/2 BATH
DINING ROOM

FLOORS: 16TH THRU 20TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

31

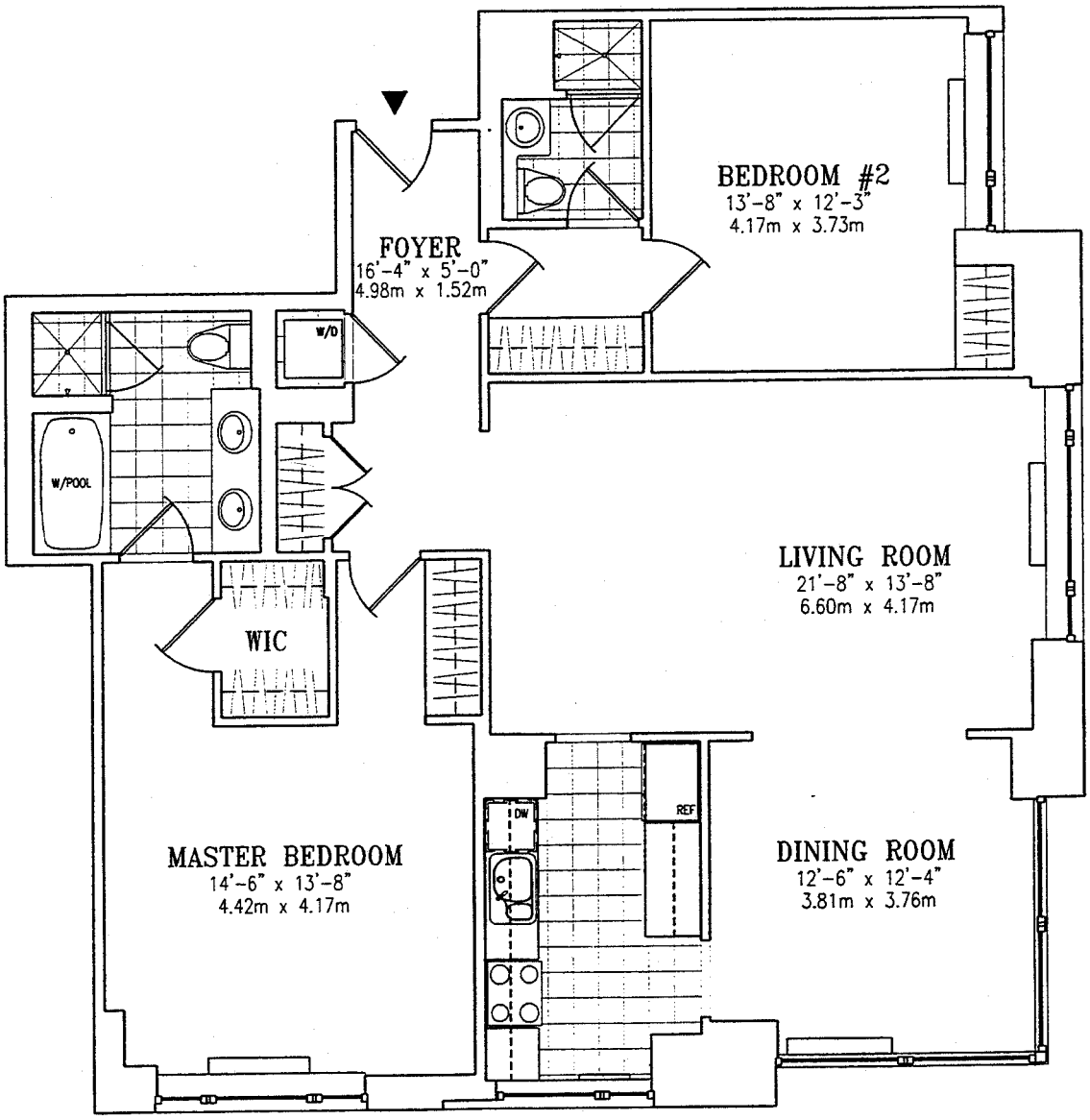
2000-10-27 250

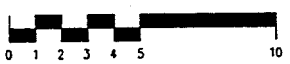
RESIDENCE D

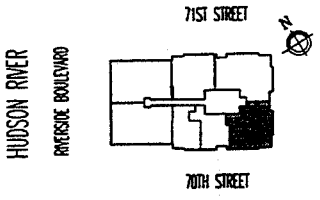
2 BEDROOM
2 BATH
DINING ROOM

FLOOR: 21ST

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

32

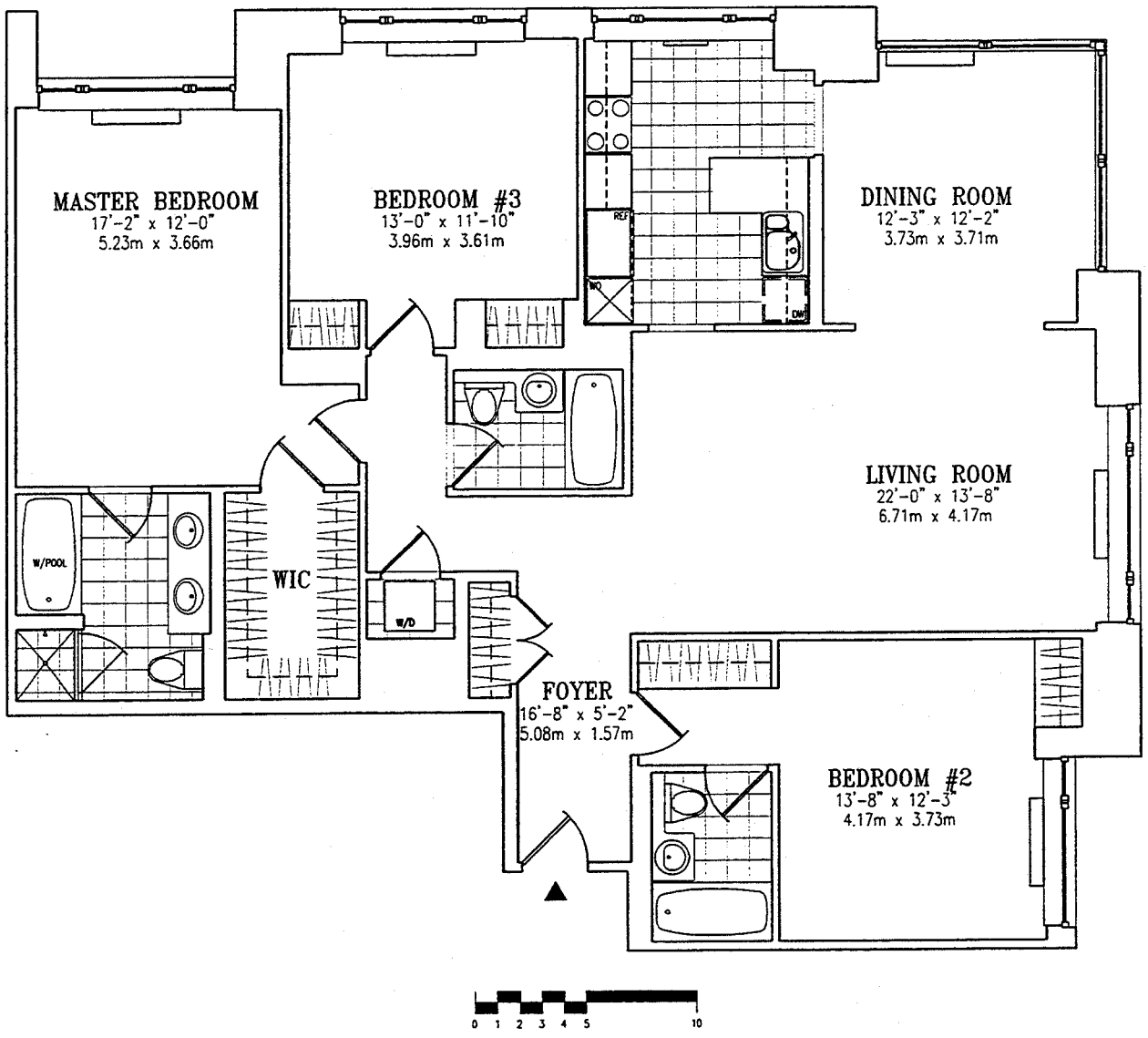
2000-10-27 260

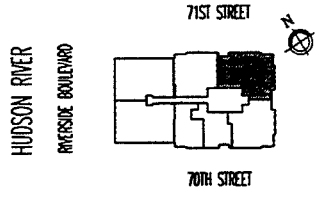
RESIDENCE D

3 BEDROOM
3 BATH
DINING ROOM

FLOORS: 22ND & 23RD

220 RIVERSIDE BOULEVARD





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33

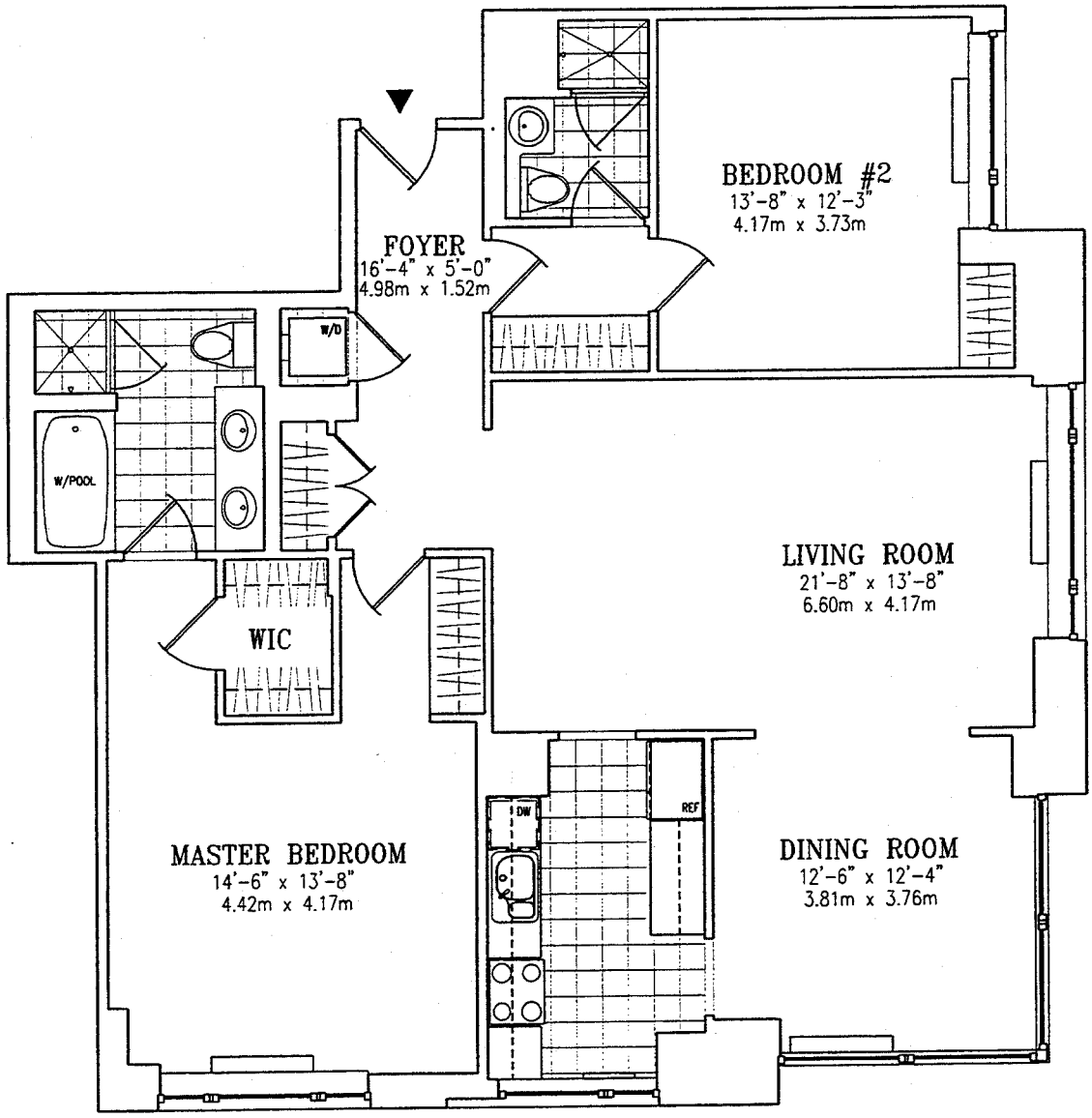
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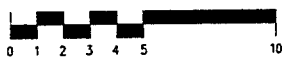
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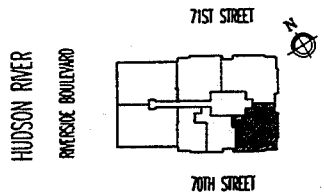
2 BEDROOM
2 BATH
DINING ROOM

FLOORS: 24TH THRU 30TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

34

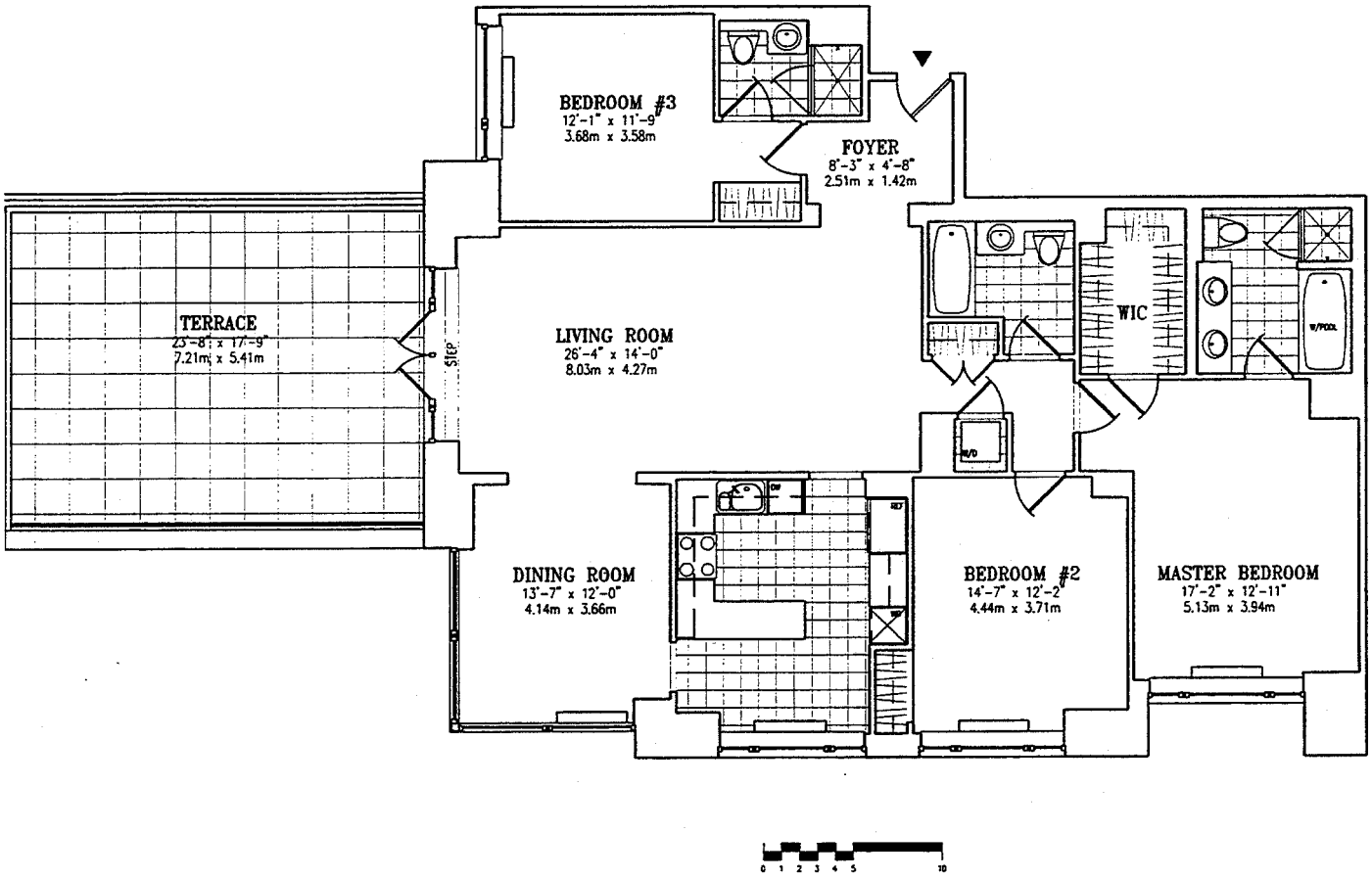
2000-10-27 280

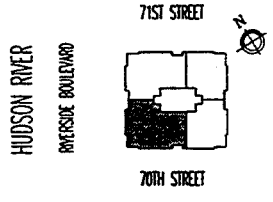
RESIDENCE D

3 BEDROOM
3 BATHS
DINING ROOM
TERRACE

FLOOR: 31ST

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

35

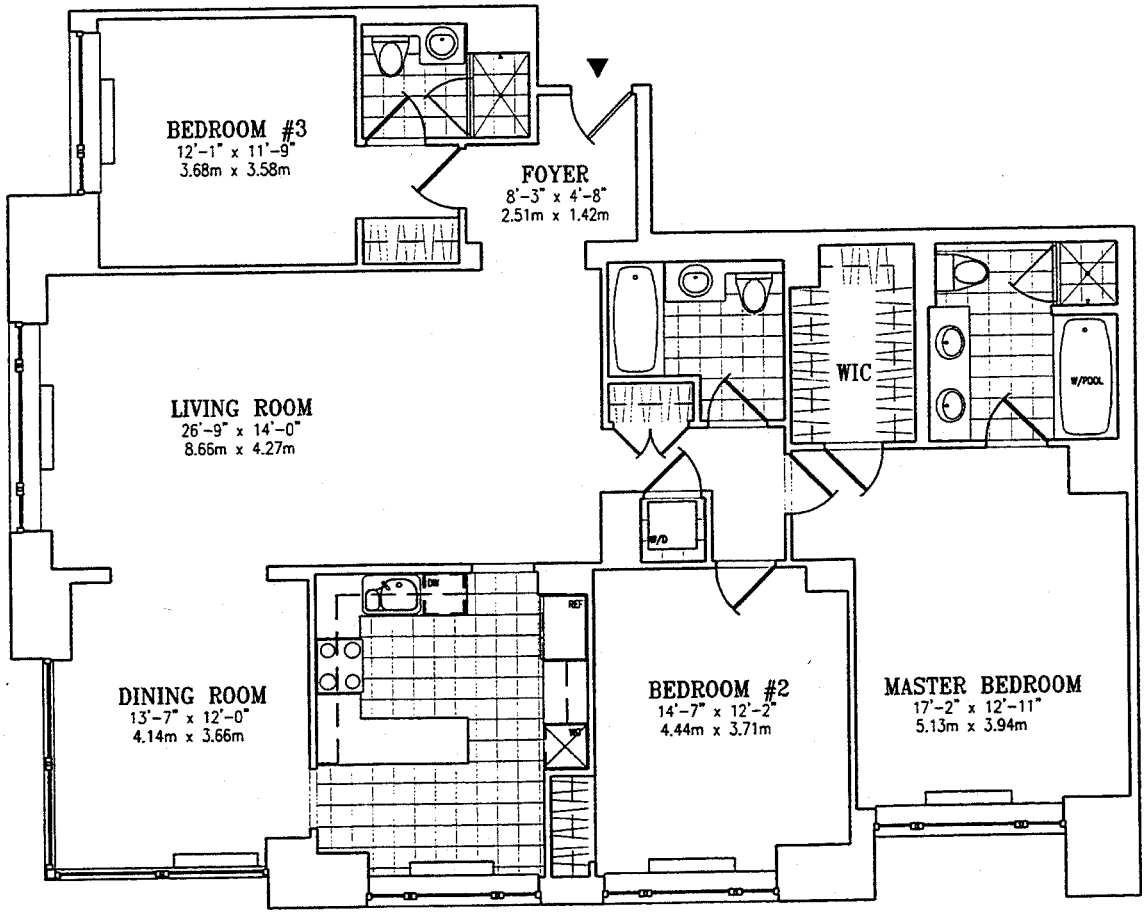
2000-10-27 244

RESIDENCE D

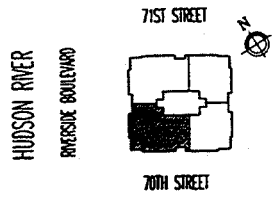
3 BEDROOM
3 BATHS
DINING ROOM

FLOOR: 32ND THRU 46TH

220 RIVERSIDE BOULEVARD







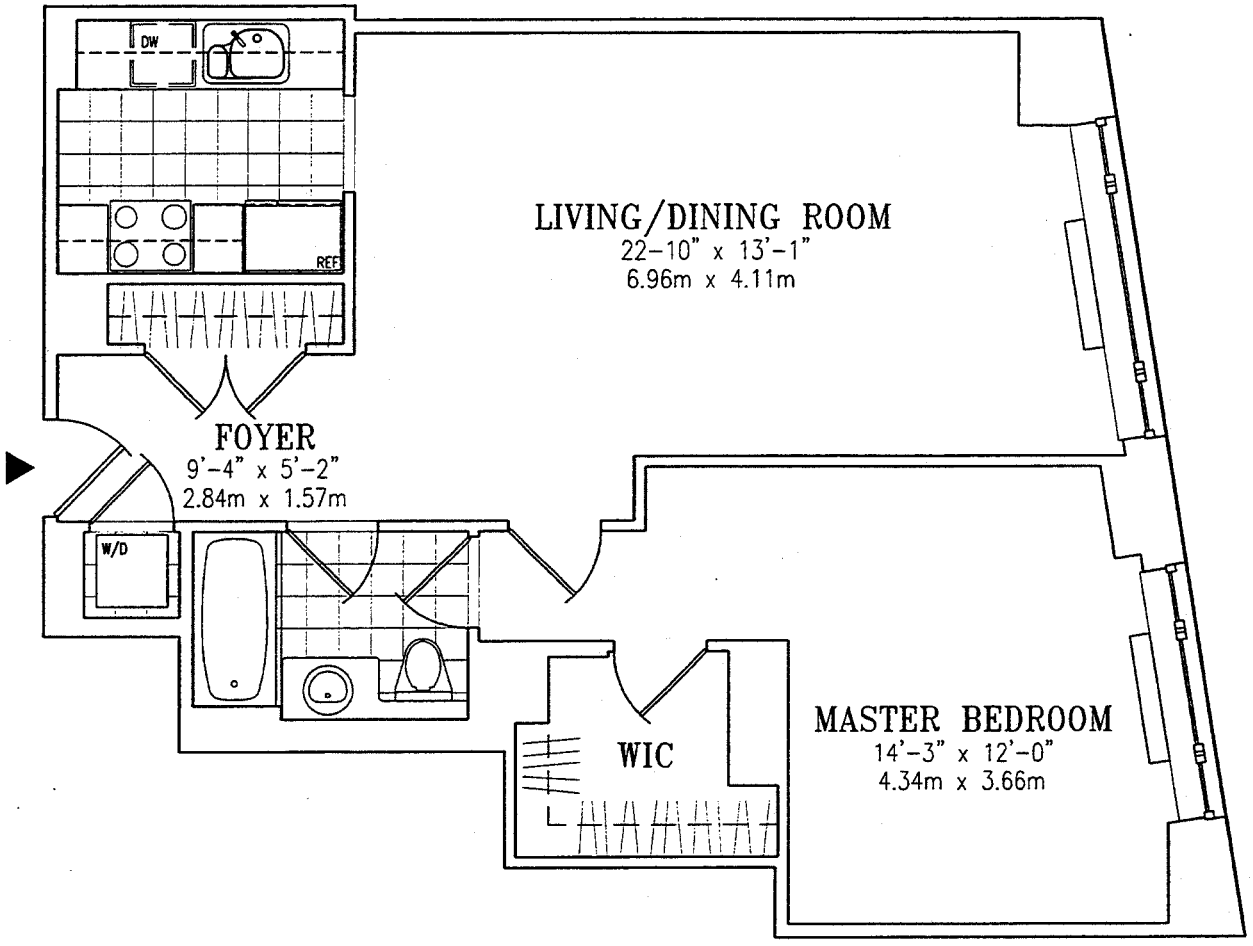
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

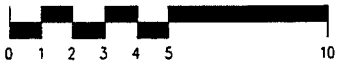
RESIDENCE E

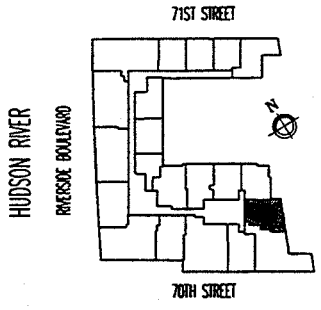
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

37

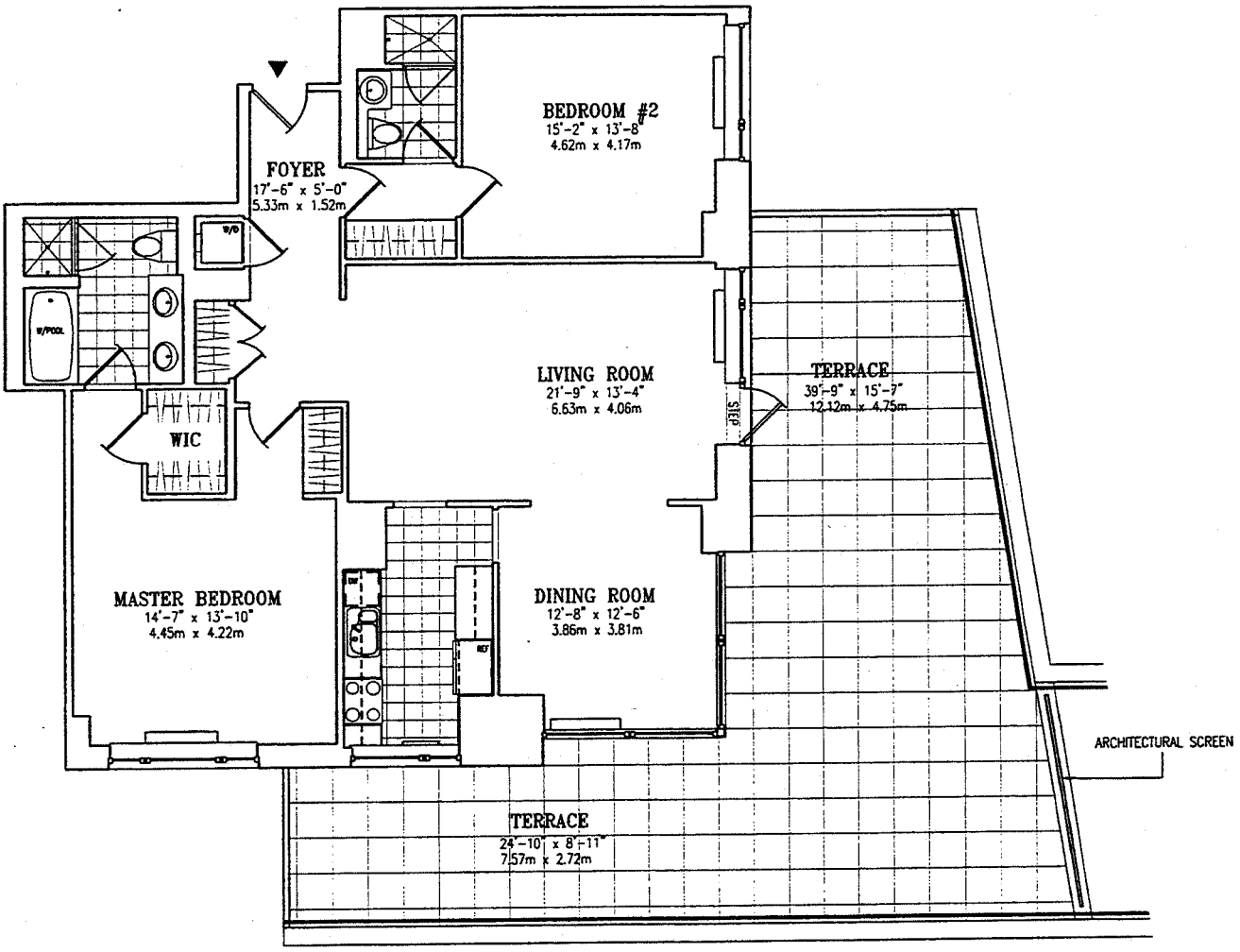
2000-10-27 260

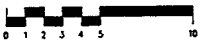
RESIDENCE E

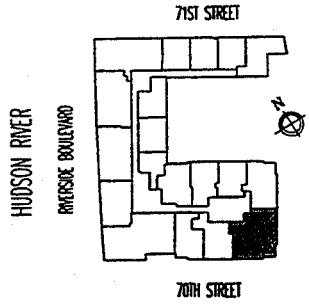
2 BEDROOM
2 BATH
DINING ROOM
TERRACE

FLOOR: 6TH

220 RIVERSIDE BOULEVARD







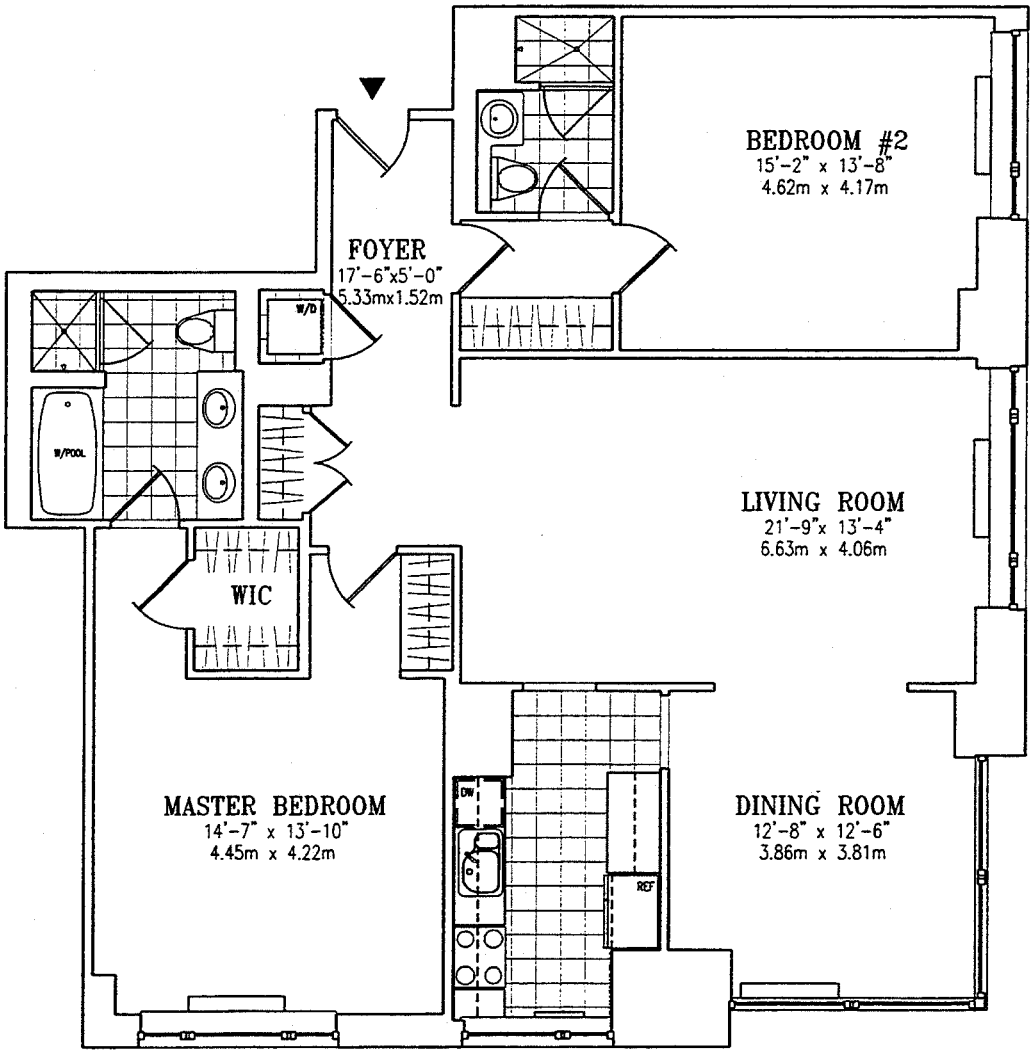
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

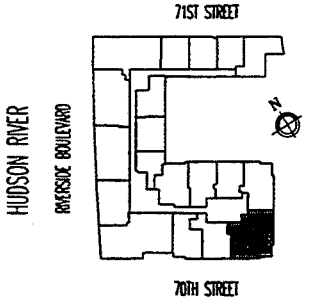
RESIDENCE E

2 BEDROOM
2 BATH
DINING ROOM

FLOOR: 7TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

39

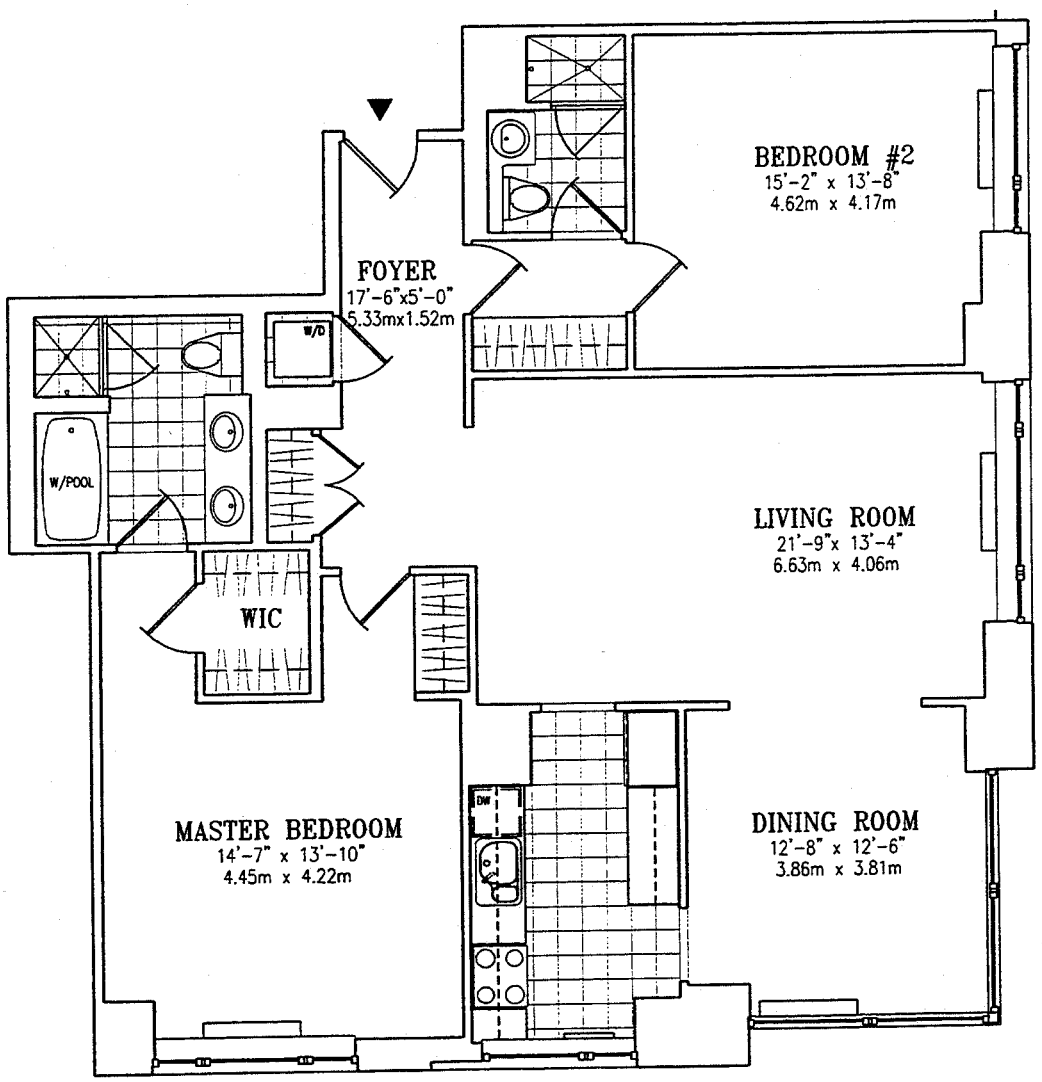
2006-10-27 280

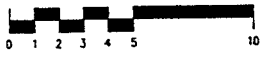
RESIDENCE E

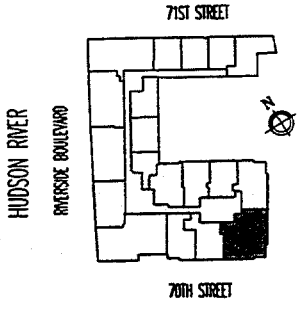
2 BEDROOM
2 BATH
DINING ROOM

FLOORS: 8TH THRU 15TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

39A

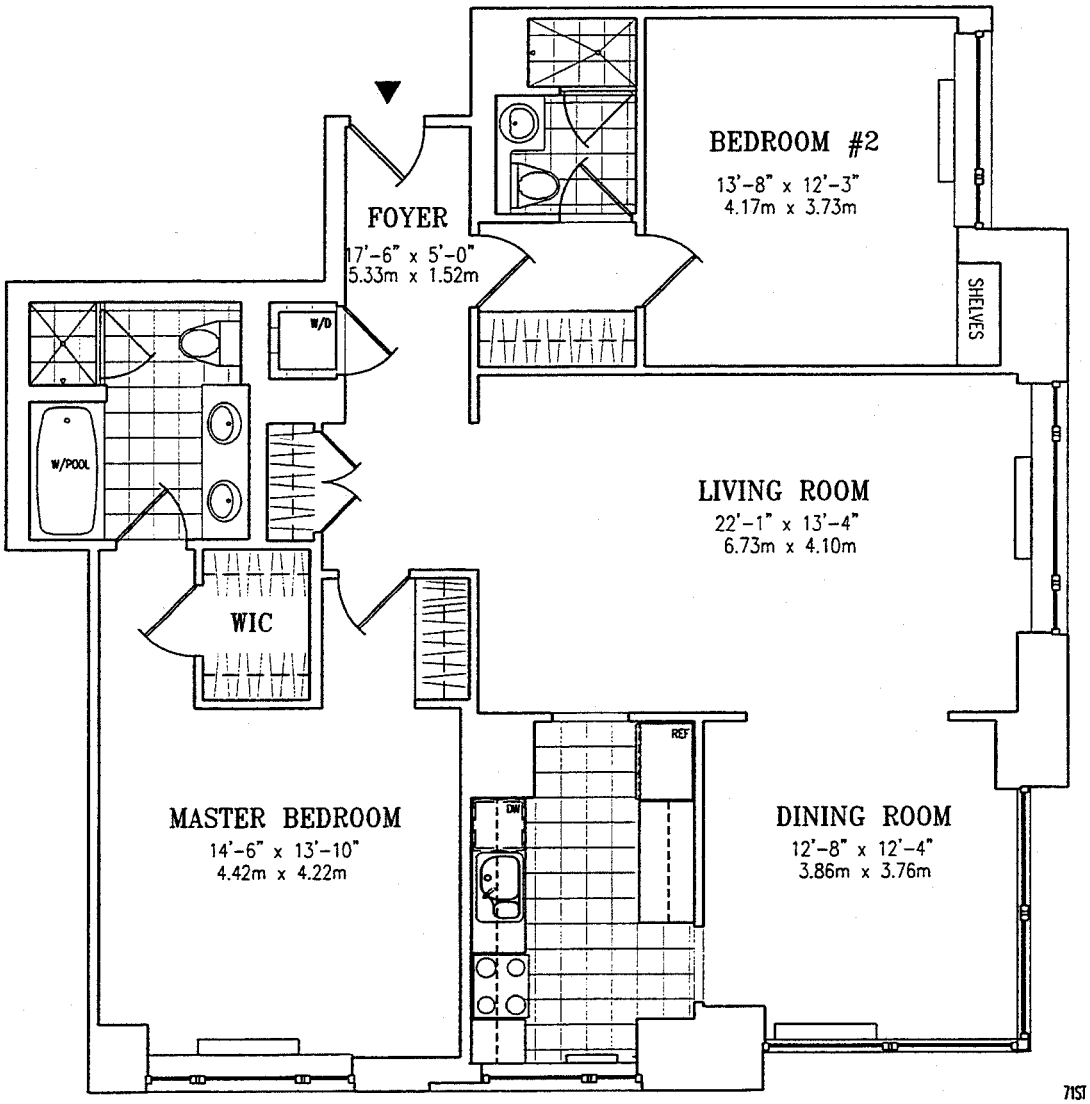
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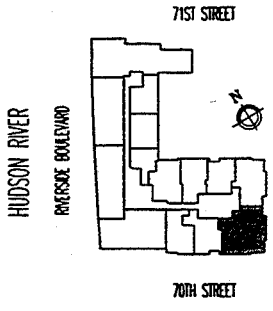
RESIDENCE E

2 BEDROOM
2 BATH
DINING ROOM

FLOORS: 16TH THRU 20TH

220 RIVERSIDE BOULEVARD





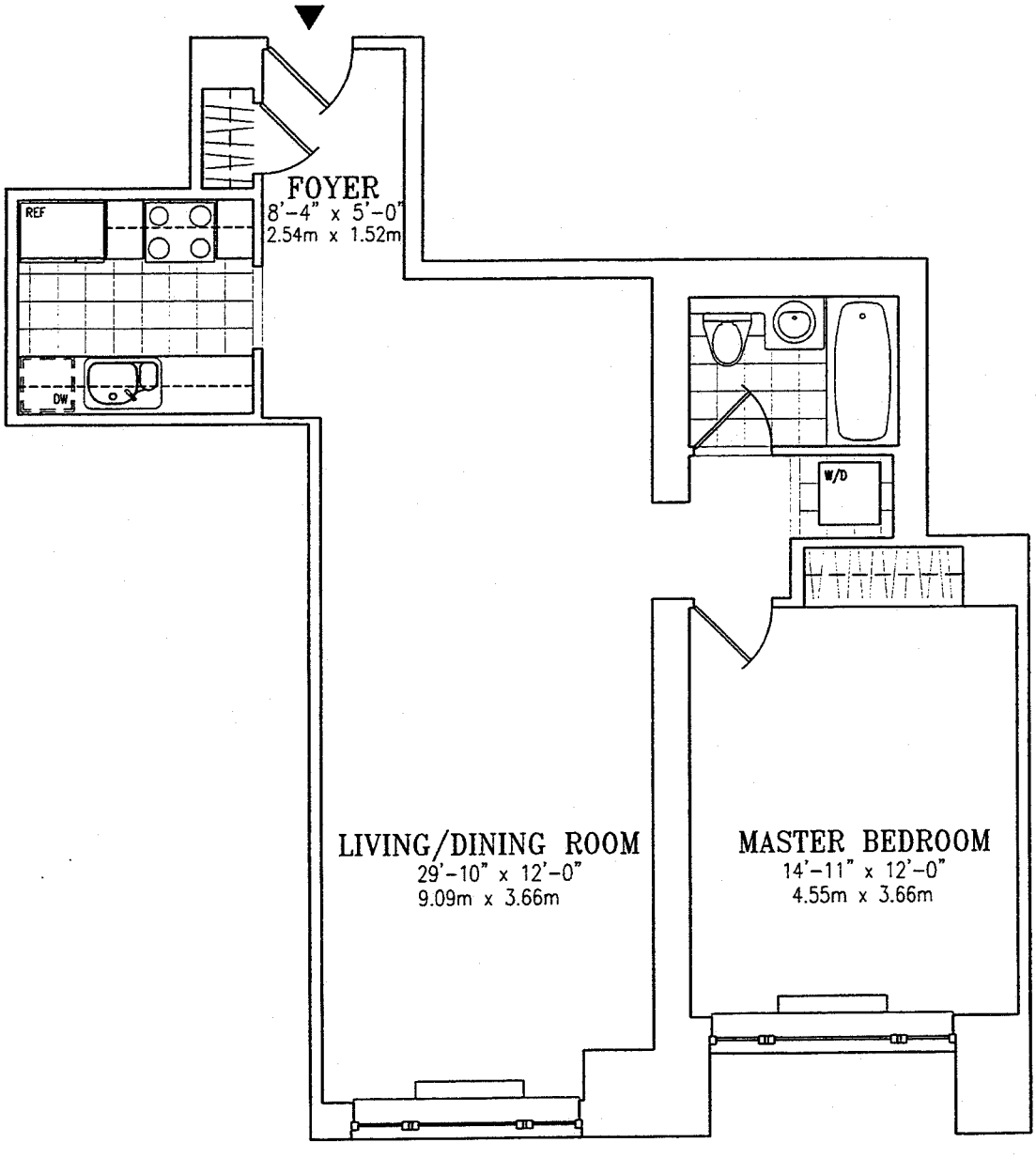
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

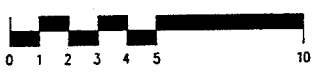
RESIDENCE E

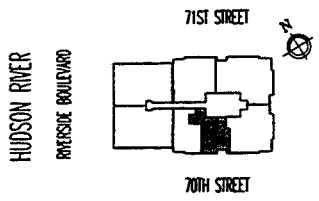
1 BEDROOM
1 BATH

FLOOR: 21ST

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

41

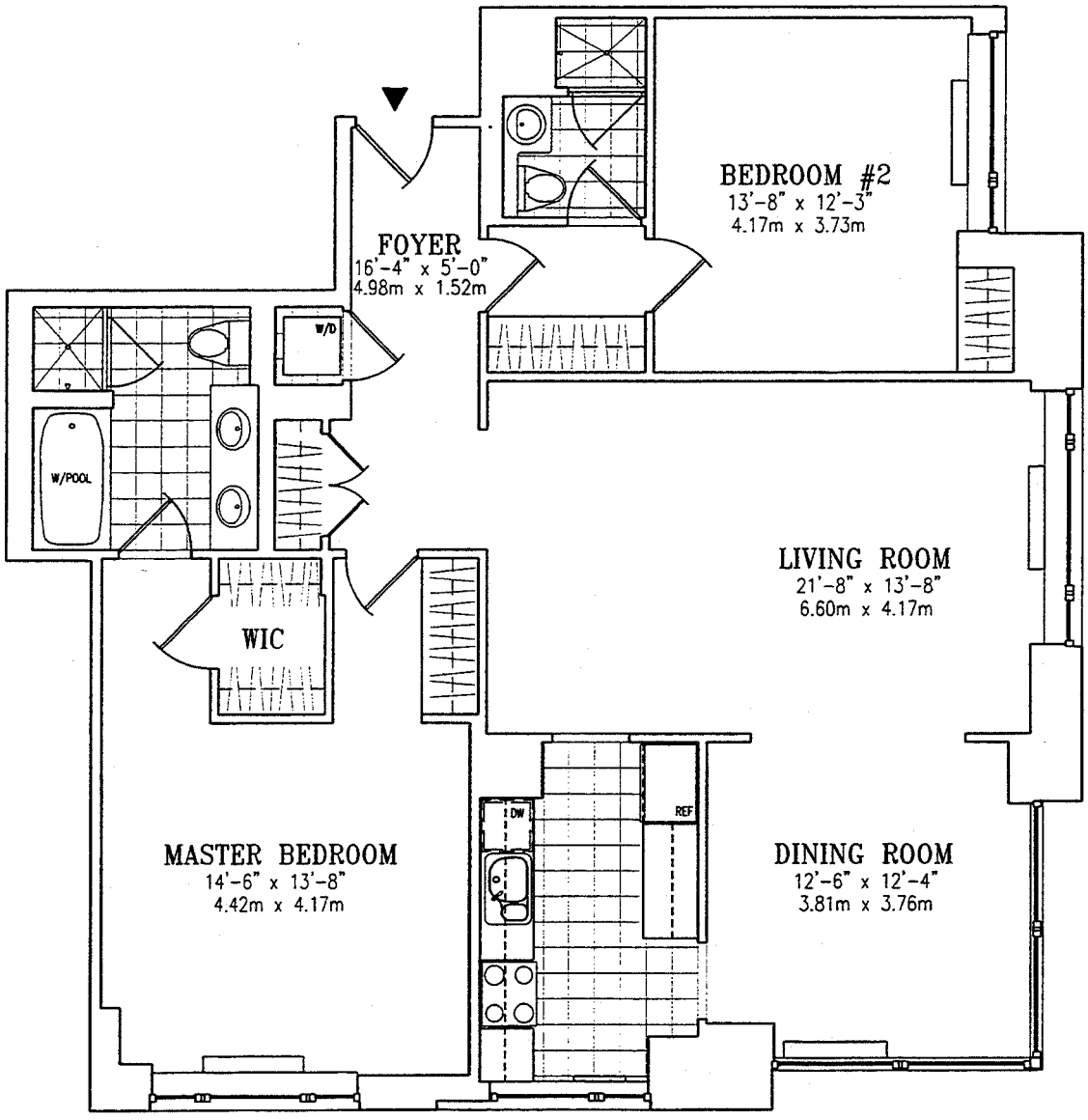
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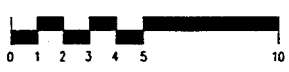
RESIDENCE E

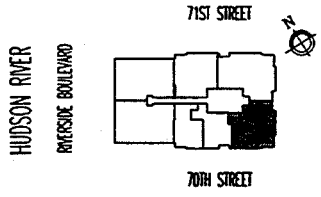
2 BEDROOM
2 BATH
DINING ROOM

FLOORS: 22ND THRU 23RD

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

42

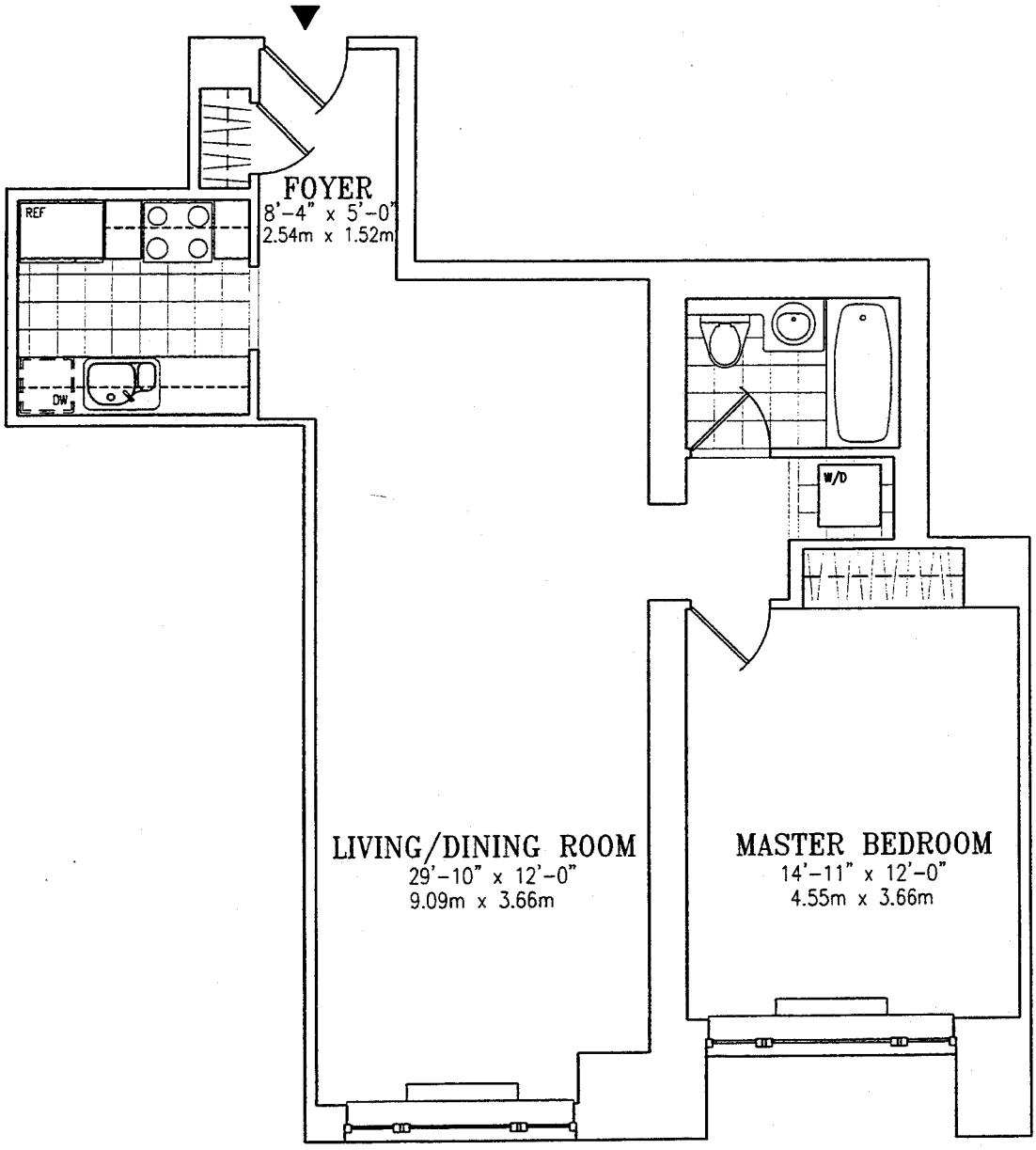
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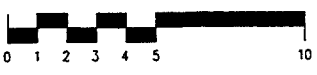
RESIDENCE E

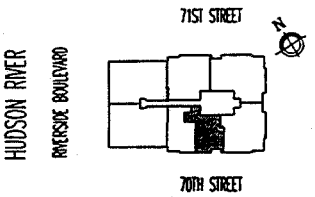
1 BEDROOM
1 BATH

FLOORS: 24TH THRU 28TH

220 RIVERSIDE BOULEVARD







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43

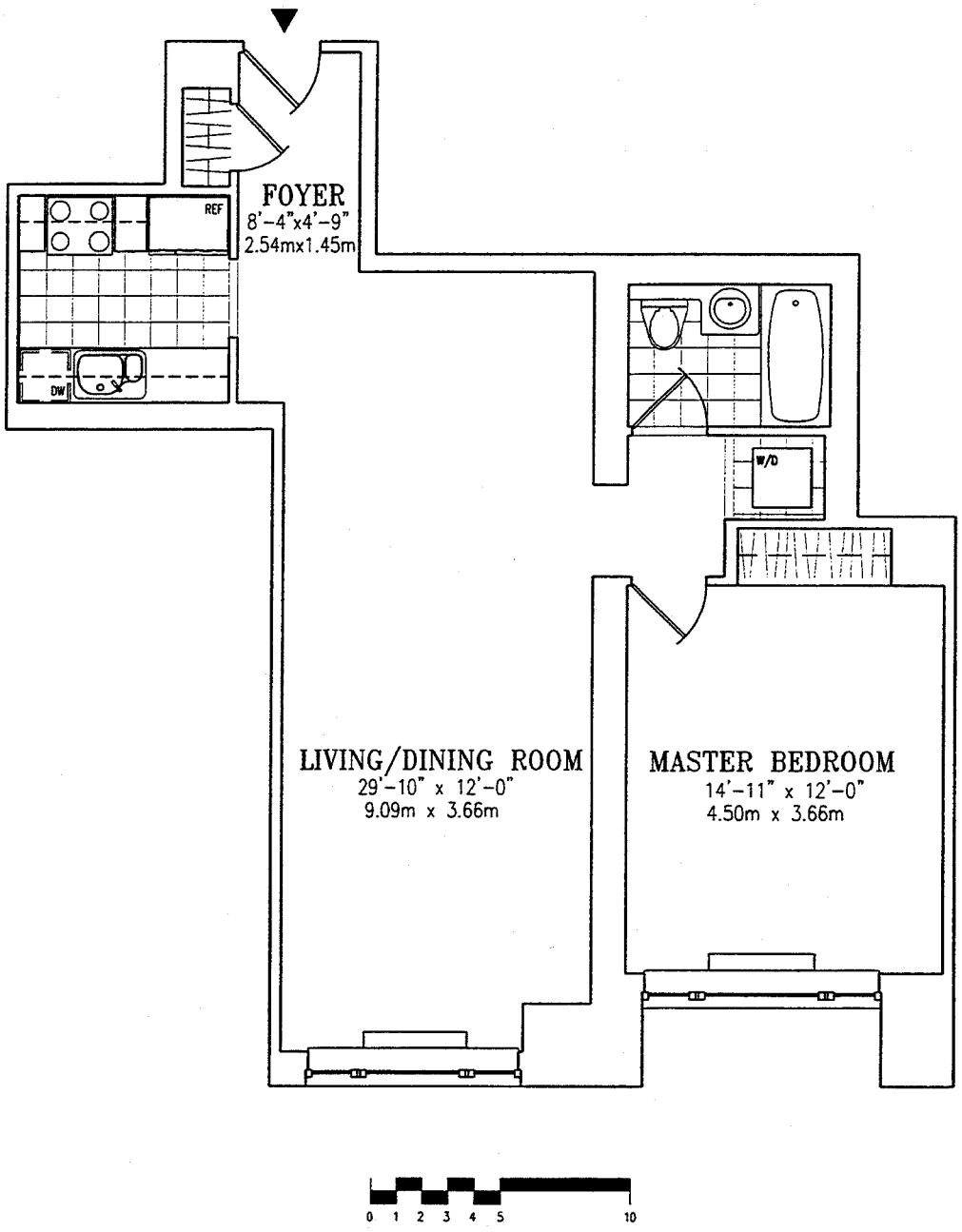
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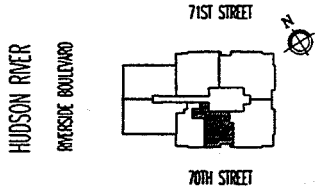
RESIDENCE E

1 BEDROOM
1 BATH

FLOORS: 29TH & 30TH

220 RIVERSIDE BOULEVARD





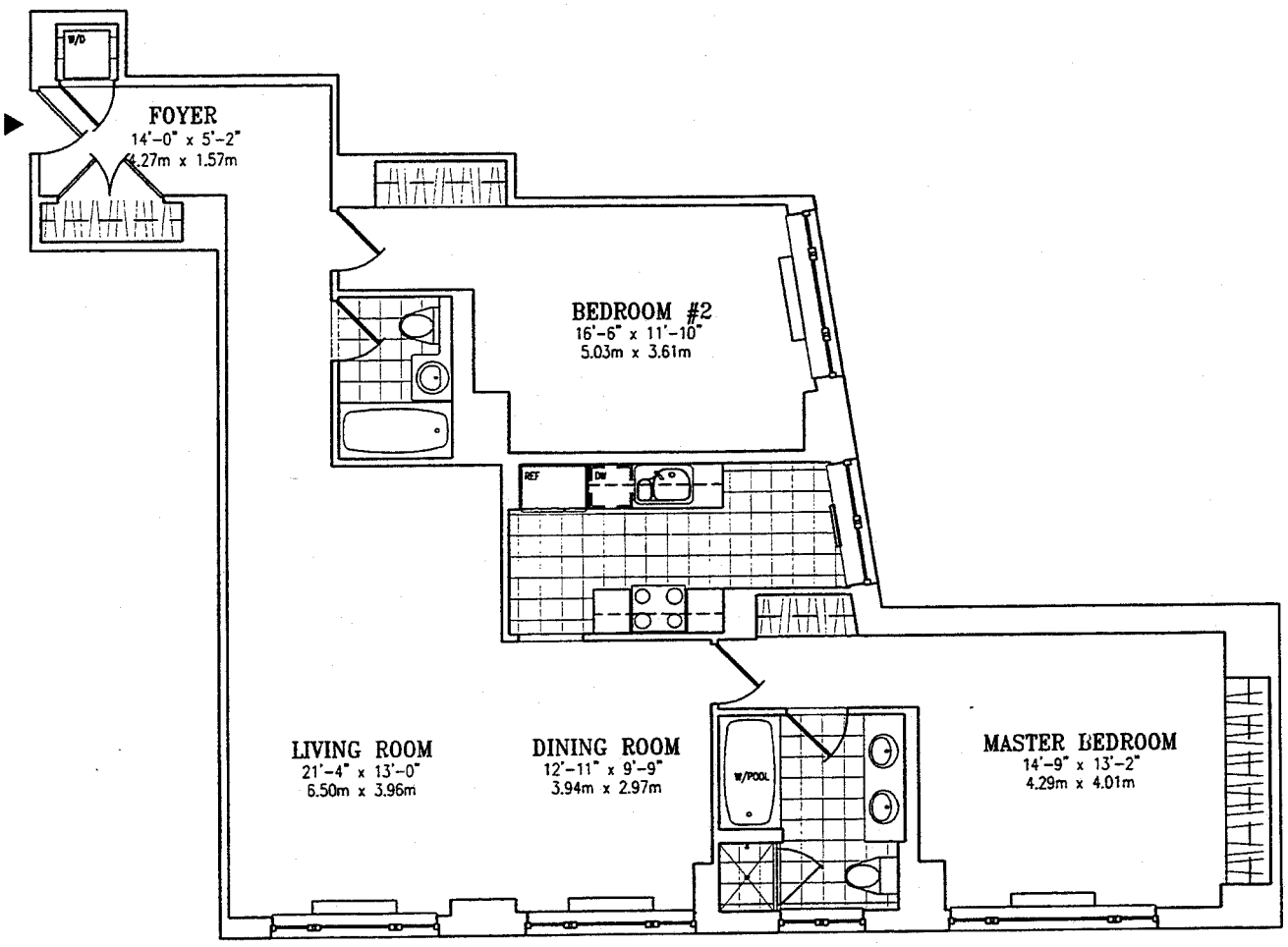
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

RESIDENCE F

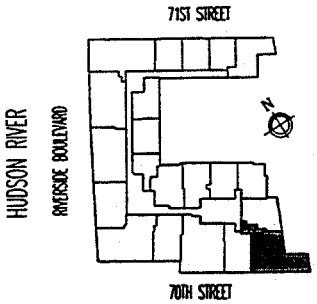
2 BEDROOM
2 BATHS
DINING ROOM

FLOORS 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







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45

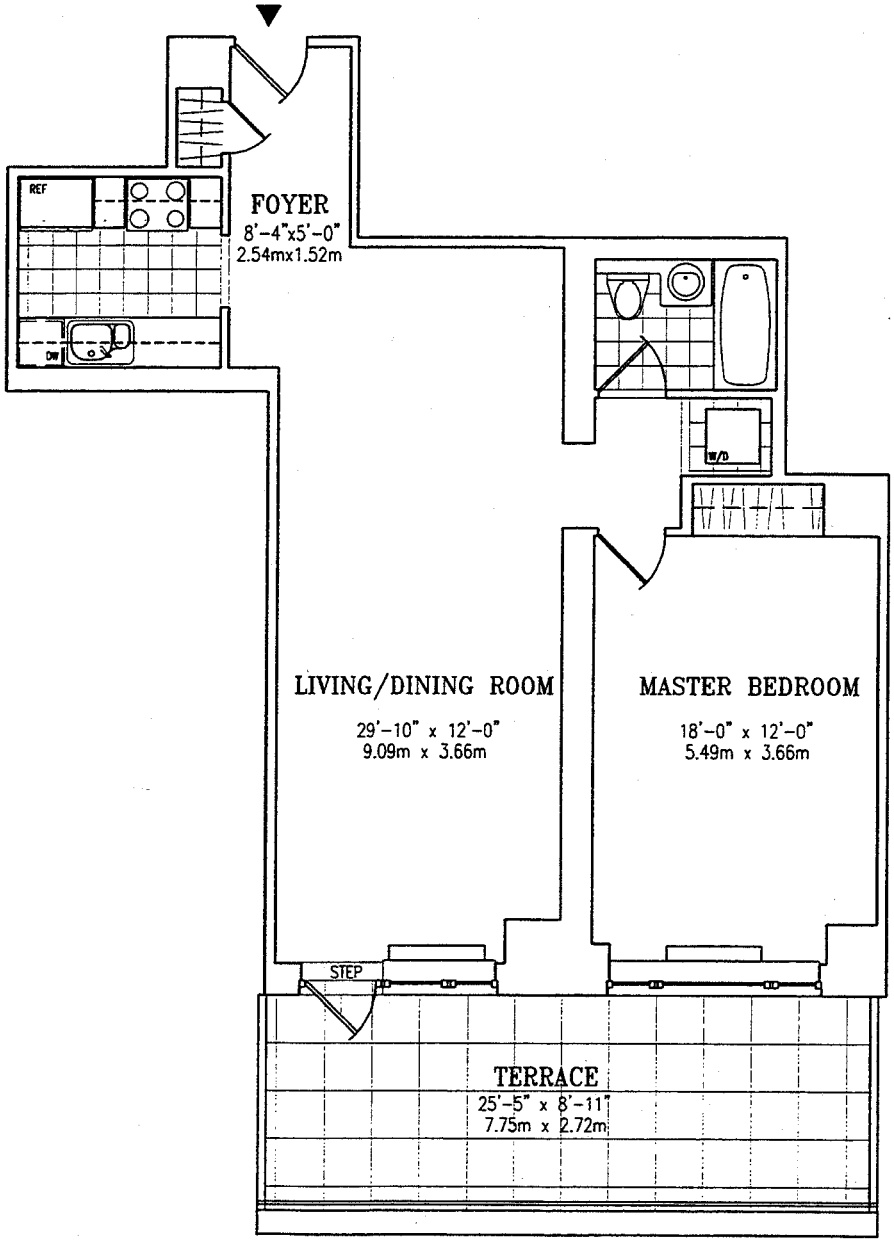
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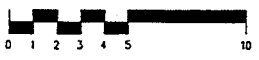
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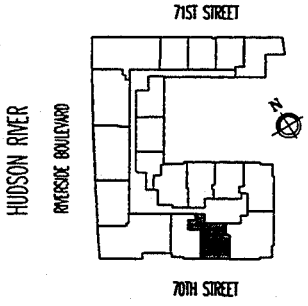
1 BEDROOM
1 BATH
TERRACE

FLOOR: 6TH

220 RIVERSIDE BOULEVARD







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46

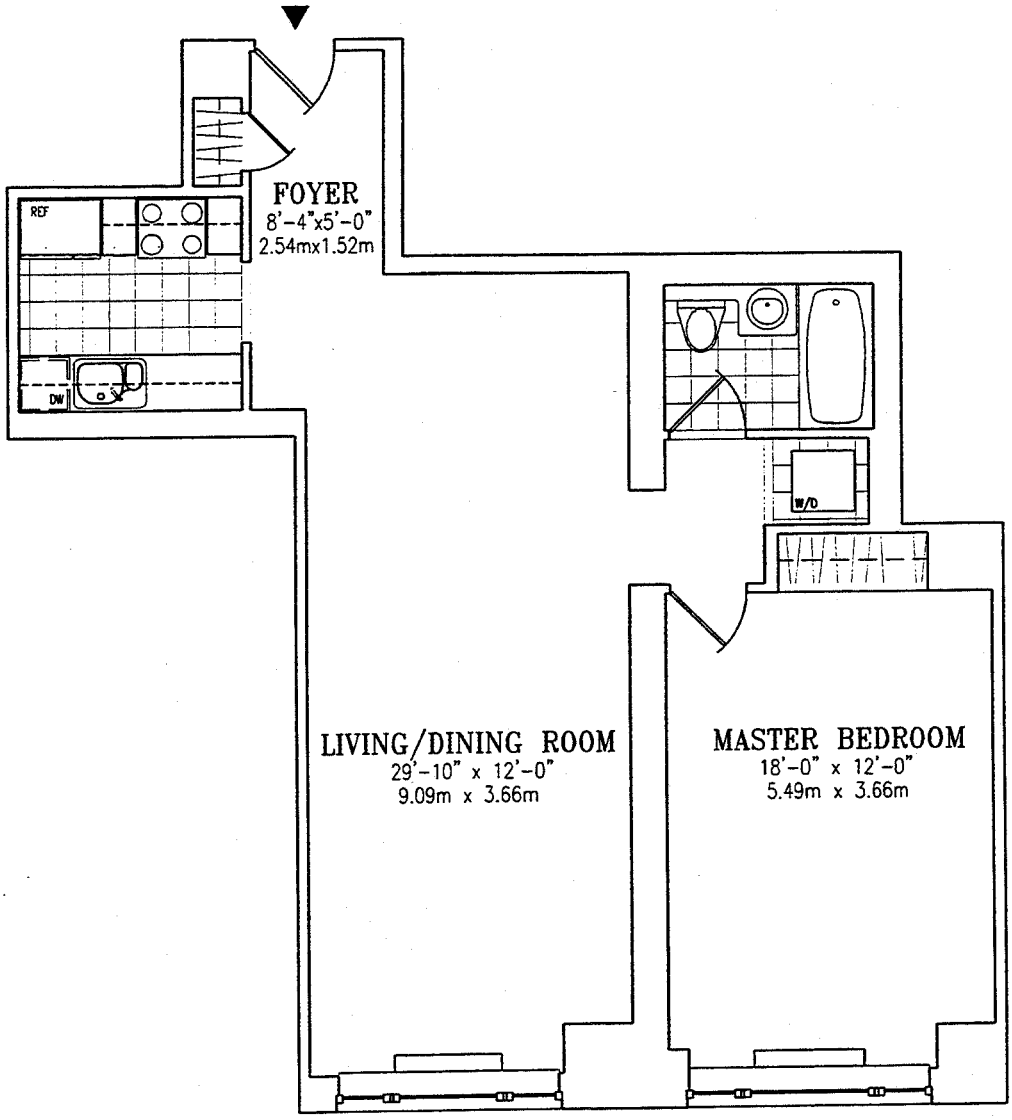
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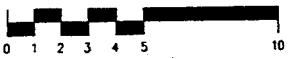
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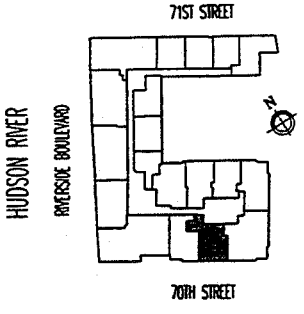
1 BEDROOM
1 BATH

FLOORS: 7TH THRU 15TH

220 RIVERSIDE BOULEVARD







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47

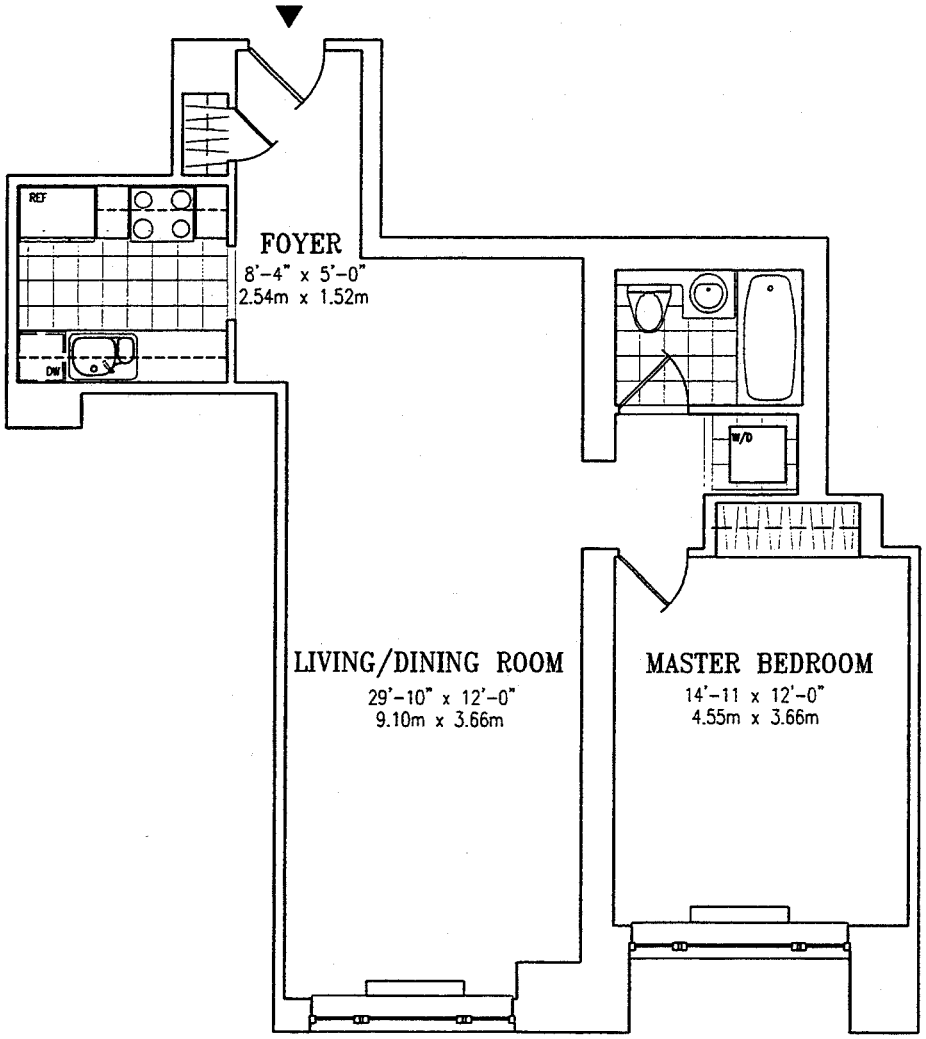
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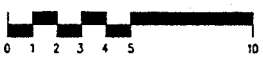
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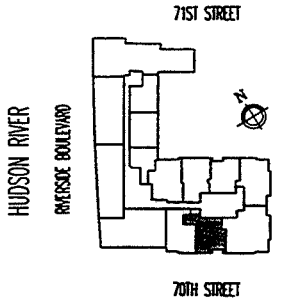
1 BEDROOM
1 BATH

FLOORS: 16TH THRU 20TH

220 RIVERSIDE BOULEVARD







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48

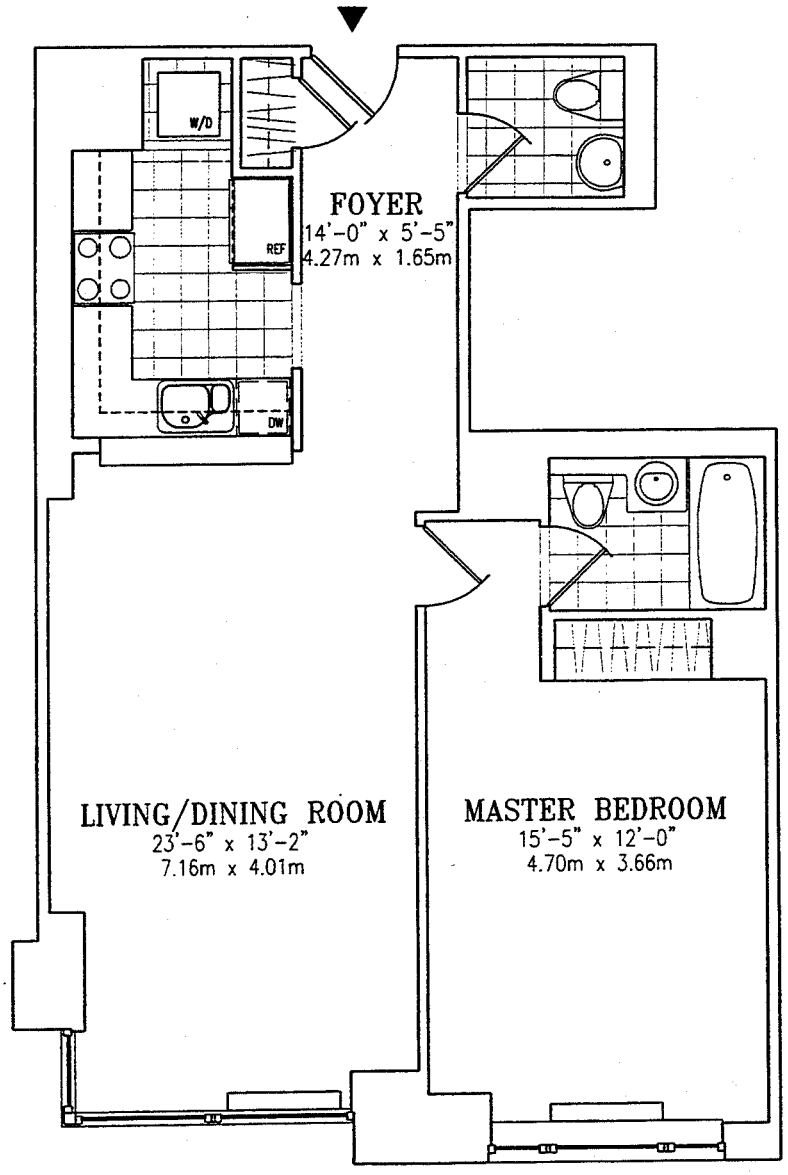
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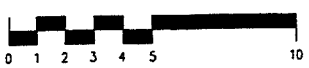
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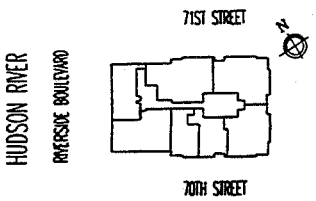
1 BEDROOM
1 1/2 BATH

FLOOR: 21ST

220 RIVERSIDE BOULEVARD







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49

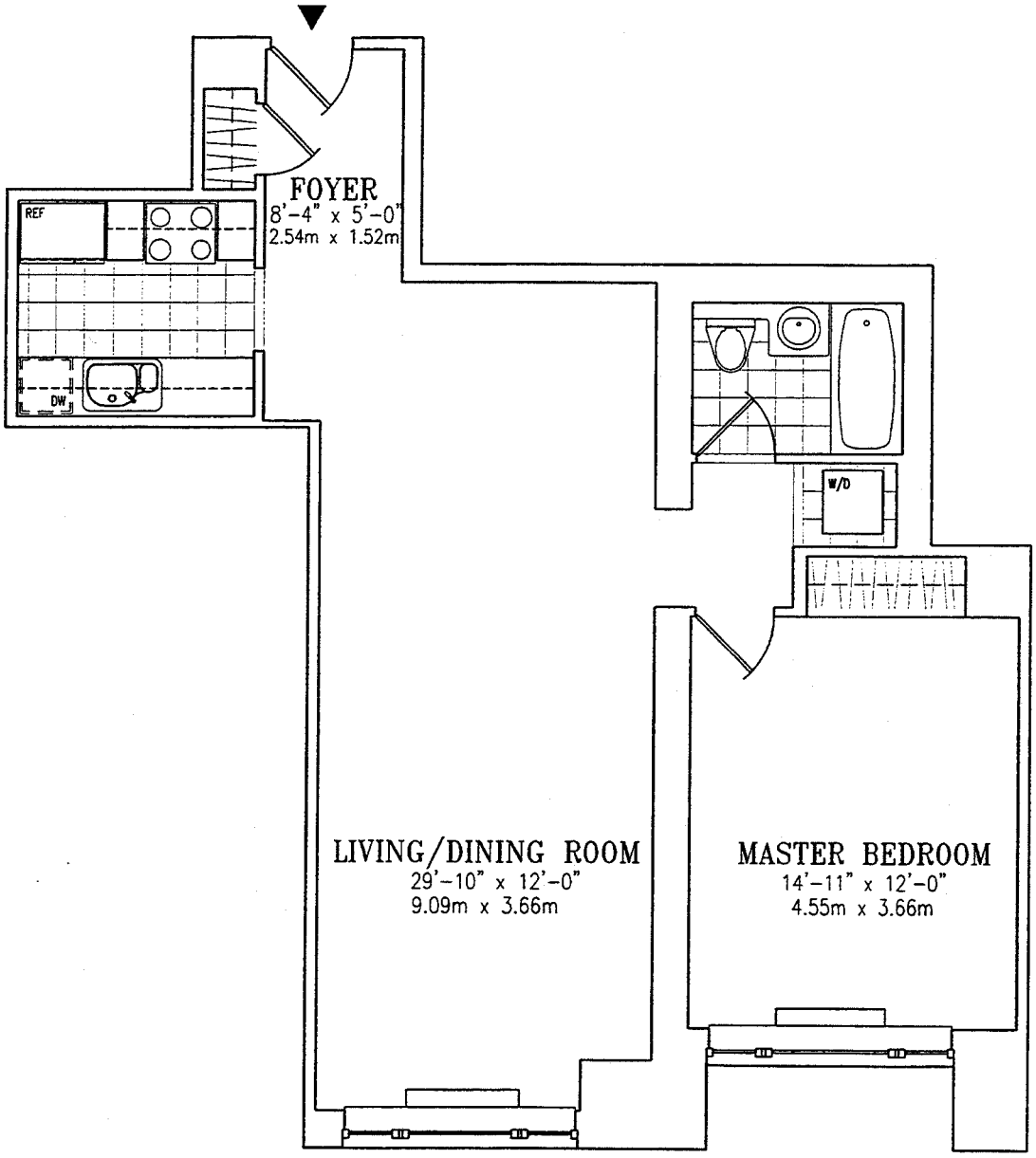
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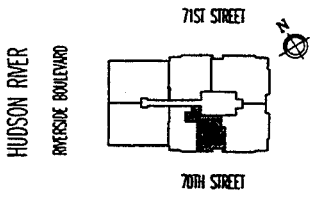
1 BEDROOM
1 BATH

FLOORS: 22ND THRU 23RD

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

50

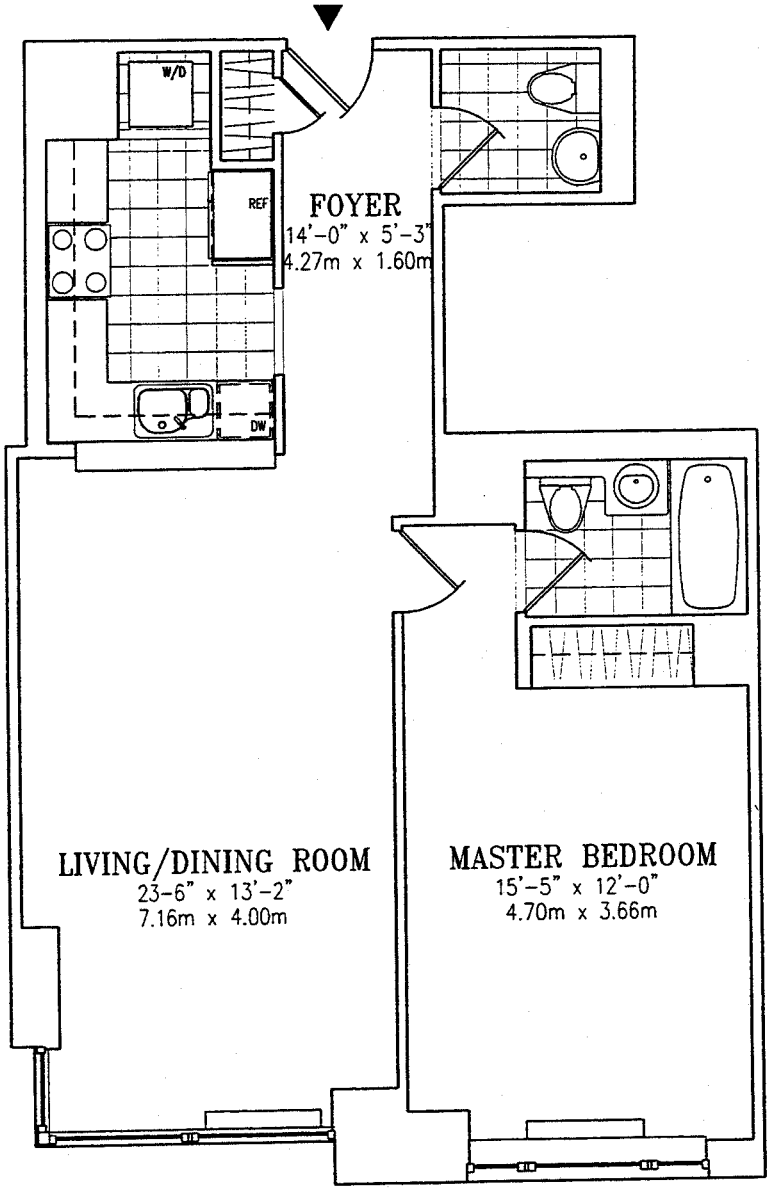
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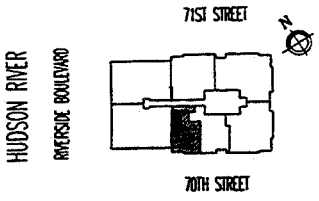
1 BEDROOM
1 1/2 BATH

FLOORS: 24TH THRU 26TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

51

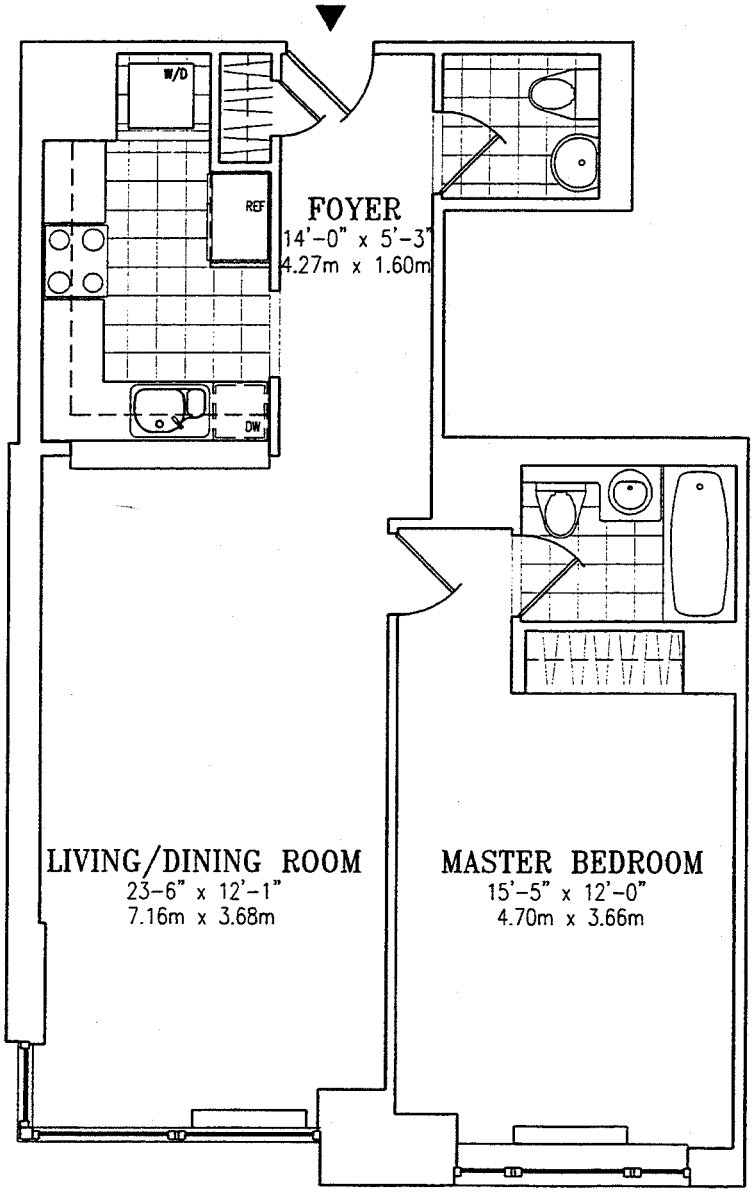
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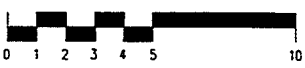
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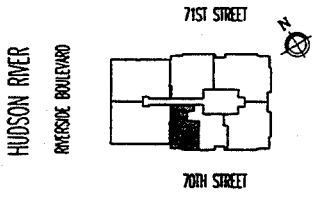
1 BEDROOM
1 1/2 BATH

FLOORS: 27TH & 28TH

220 RIVERSIDE BOULEVARD







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52

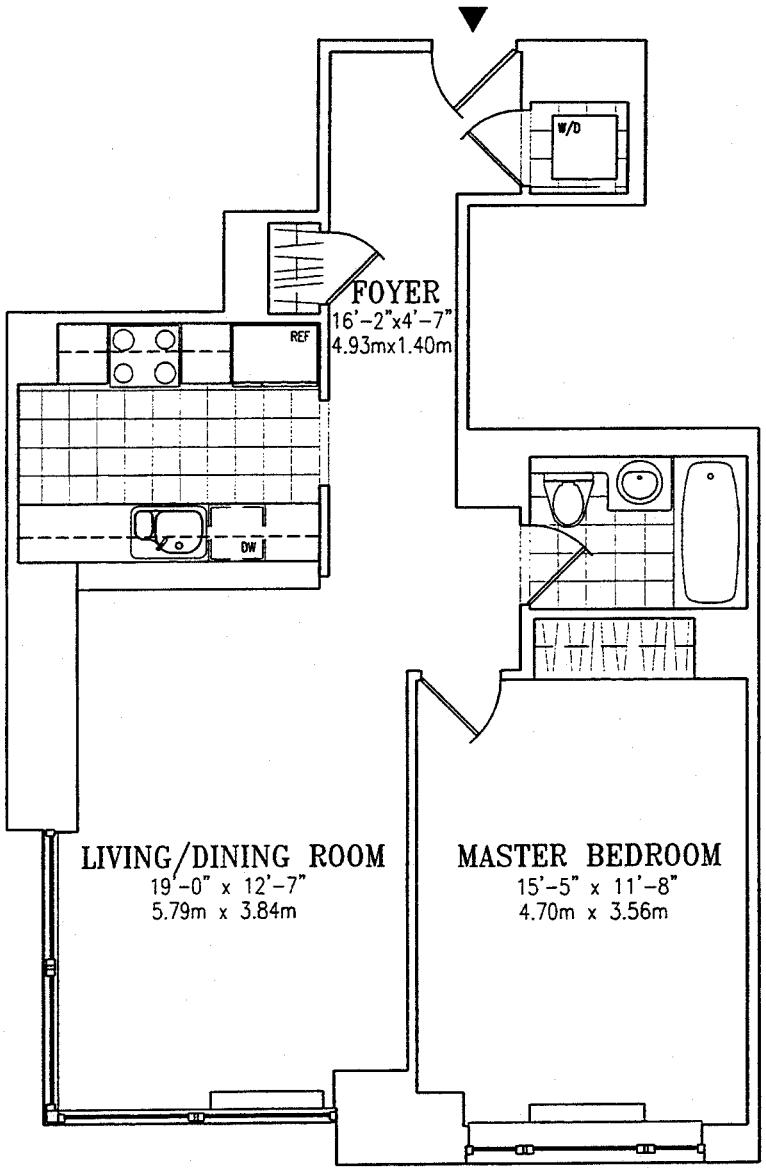
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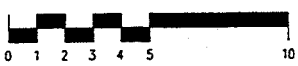
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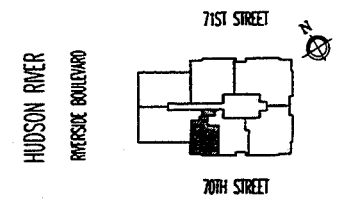
1 BEDROOM
1 BATH

FLOORS: 29TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

53

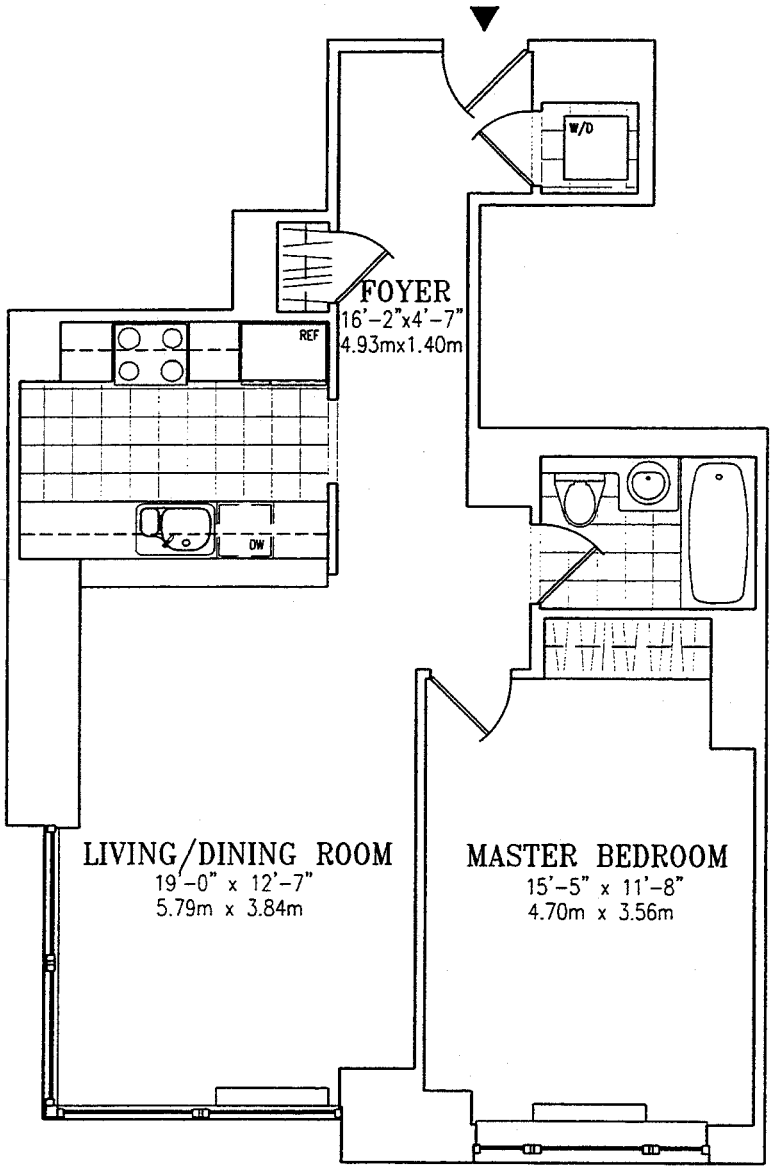
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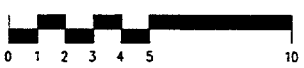
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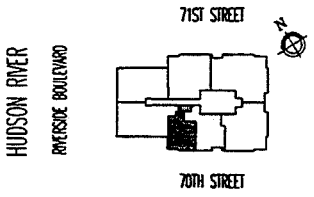
1 BEDROOM
1 BATH

FLOOR: 30TH

220 RIVERSIDE BOULEVARD







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54

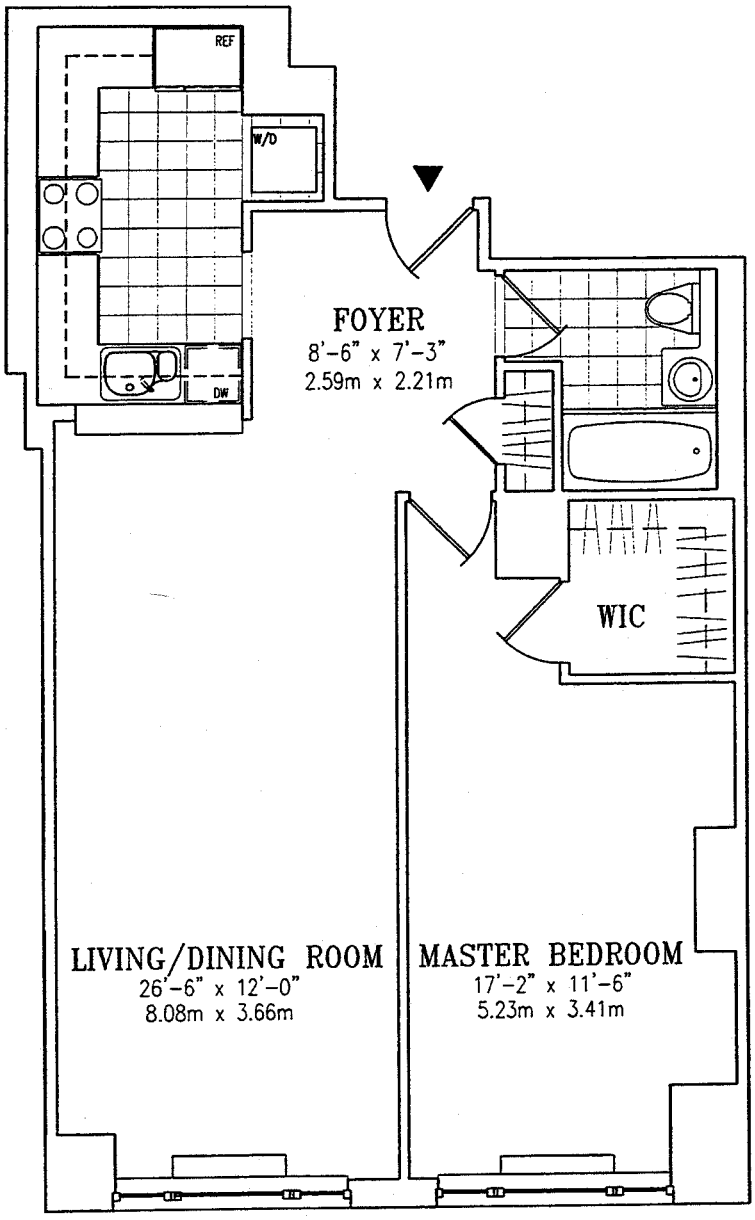
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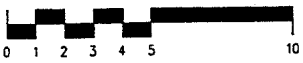
RESIDENCE G

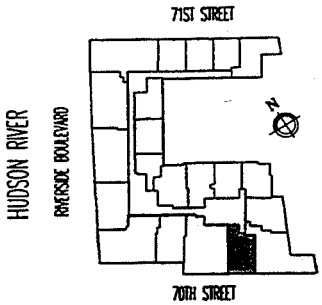
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







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55

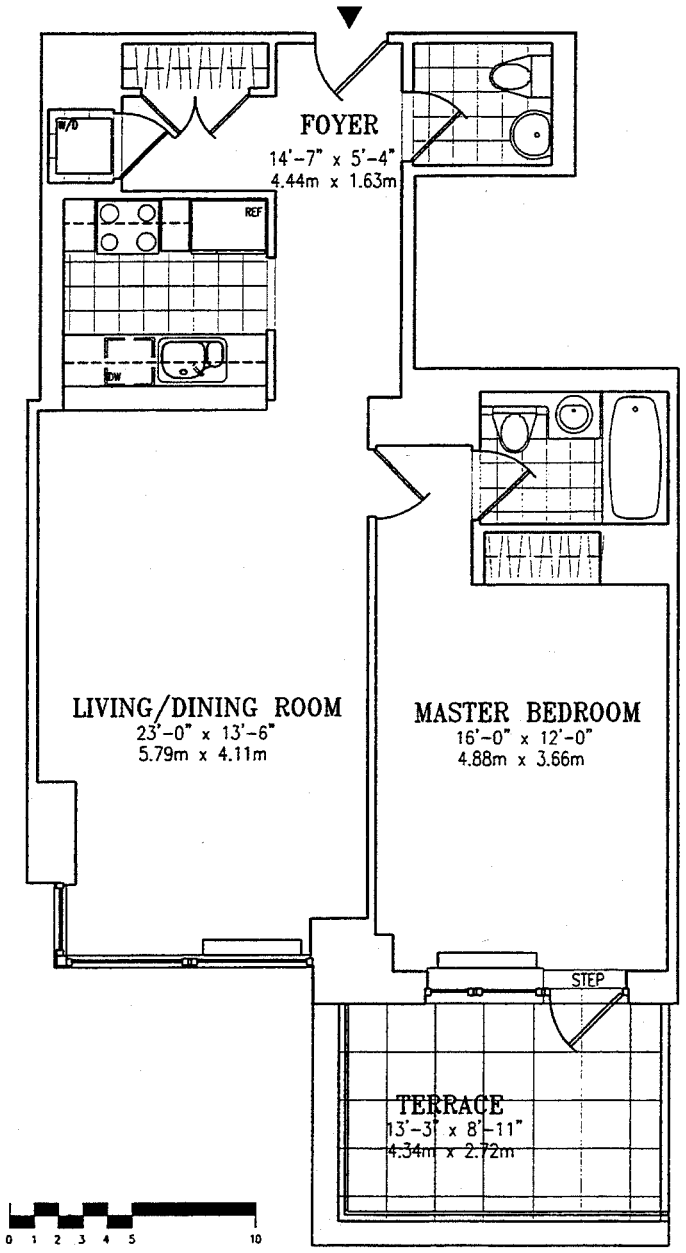
2000-10-27 260

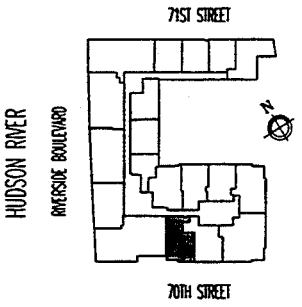
RESIDENCE G

1 BEDROOM
1 1/2 BATH
TERRACE

FLOOR: 6TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

56

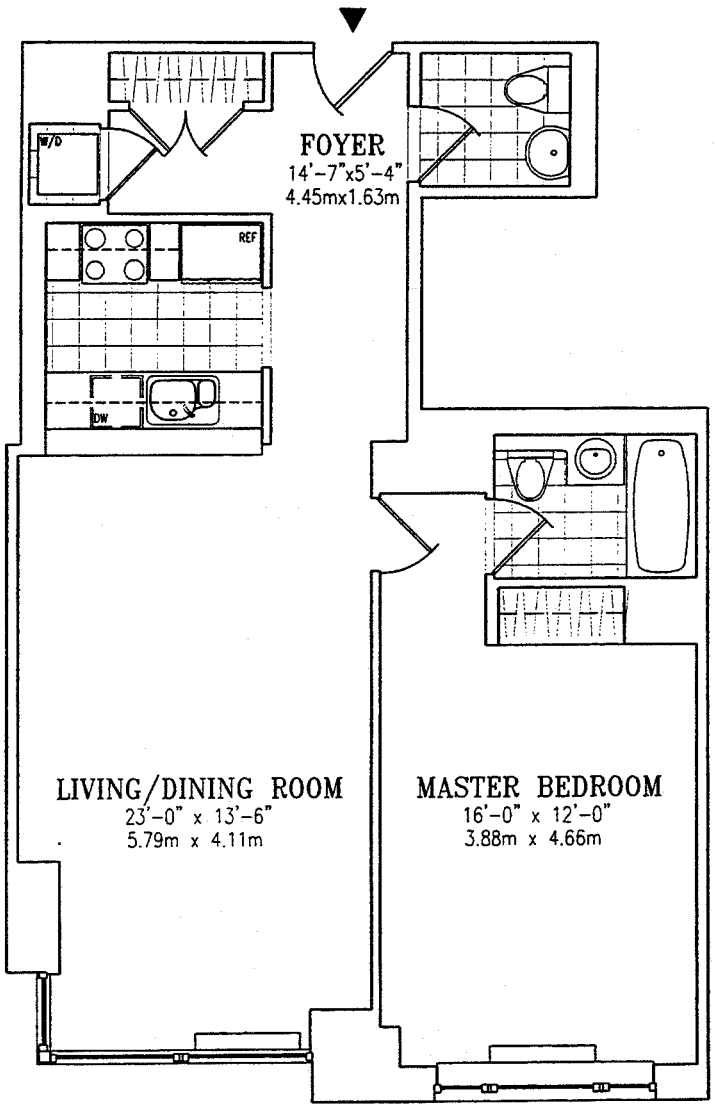
2000-10-27 260

RESIDENCE G

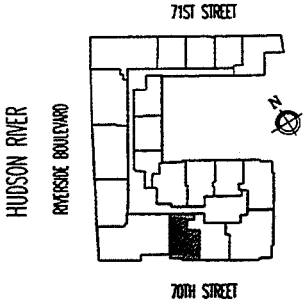
1 BEDROOM
1 1/2 BATH

FLOORS: 7TH THRU 18TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

57

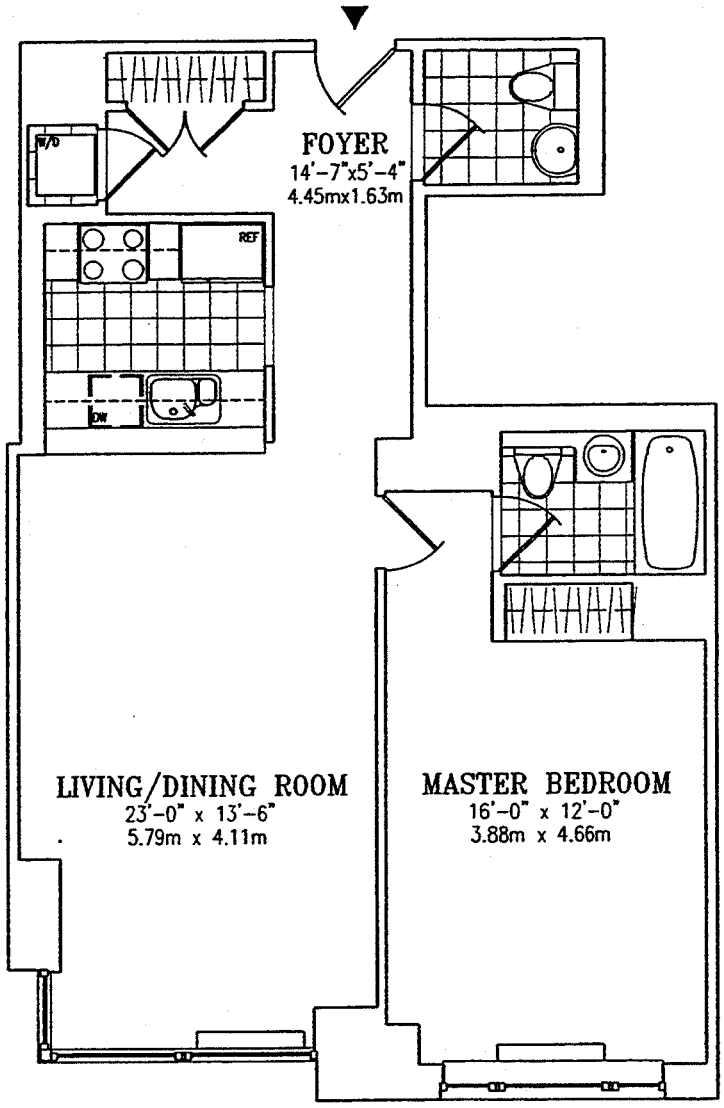
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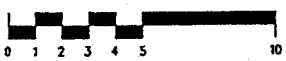
RESIDENCE G

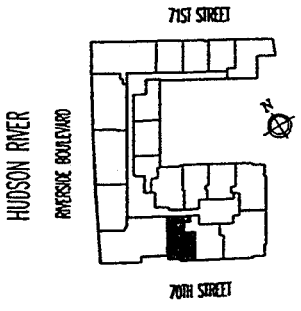
1 BEDROOM
1 1/2 BATH

FLOORS: 19TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

57A

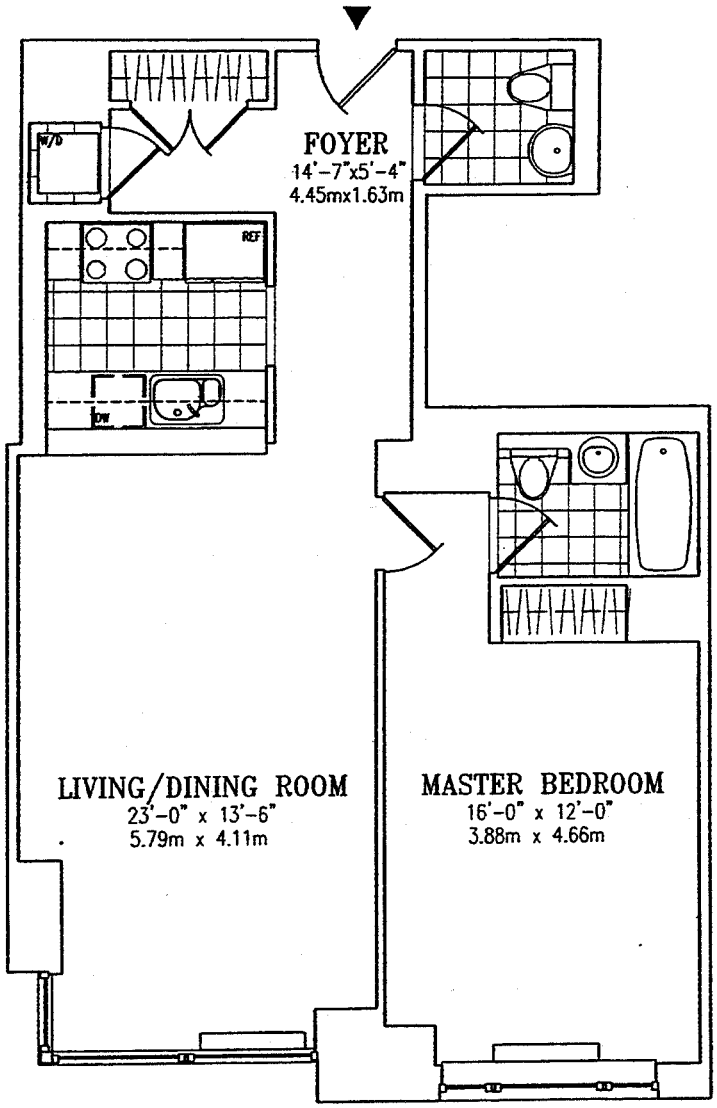
2000-10-18 260

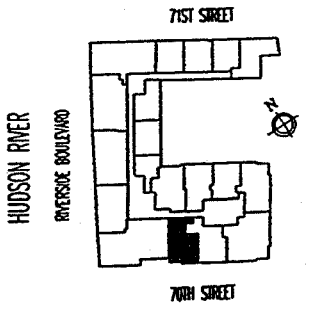
RESIDENCE G

1 BEDROOM
1 1/2 BATH

FLOORS: 20TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

57B

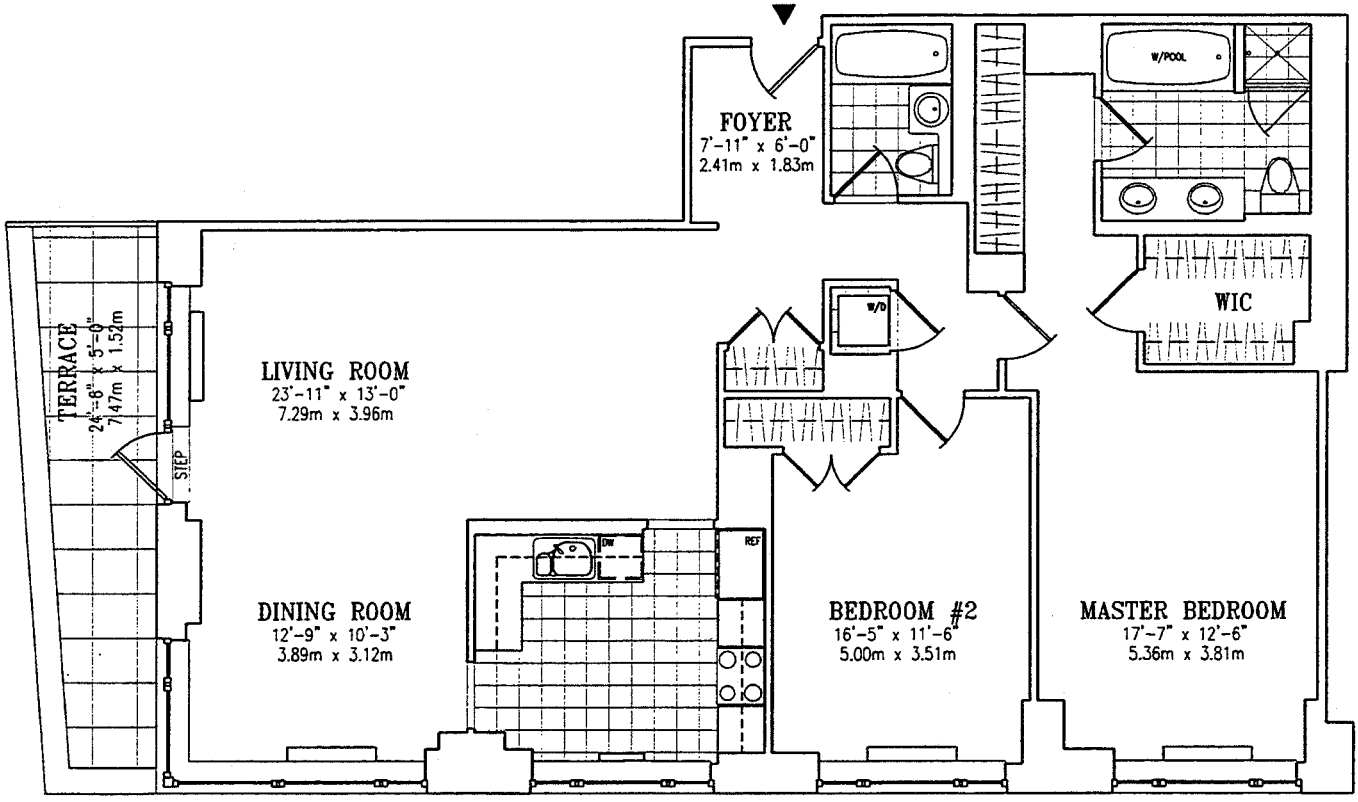
2000-10-16 260

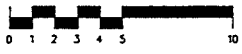
RESIDENCE G

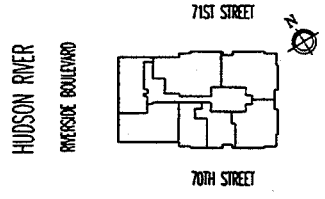
2 BEDROOM
2 BATH
DINING ROOM
TERRACE

FLOOR: 21ST

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

58

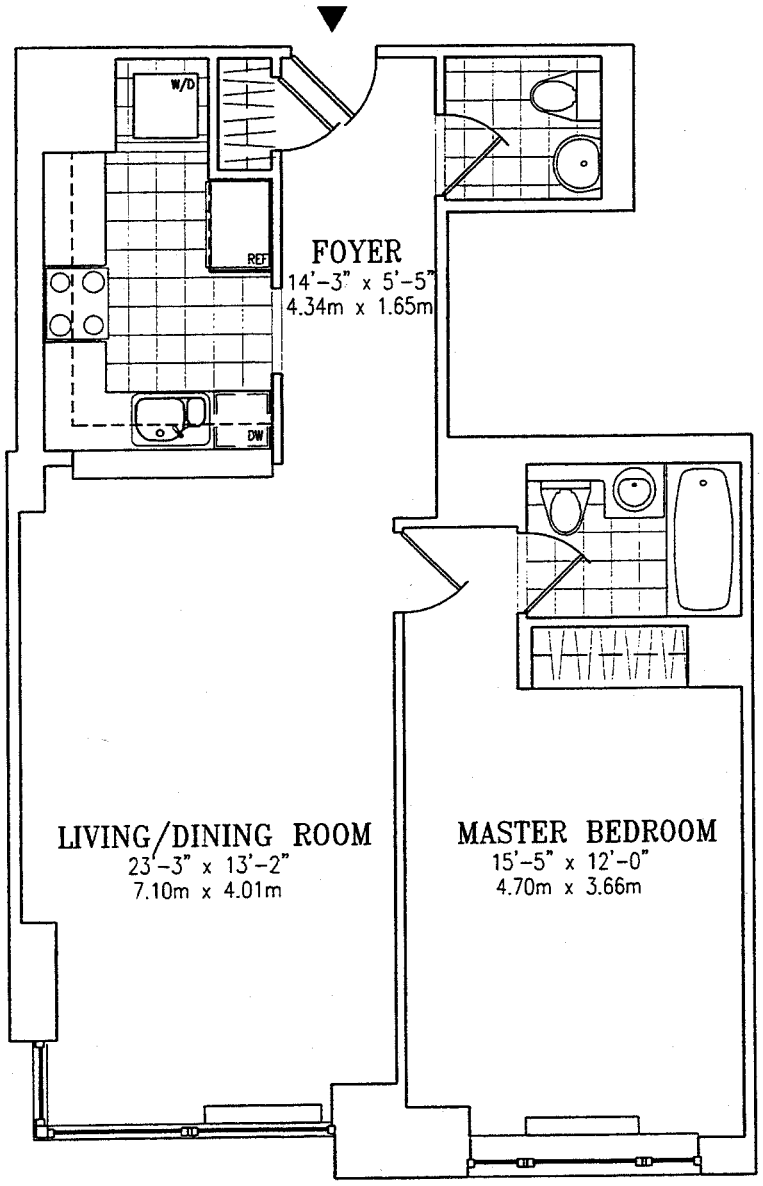
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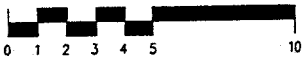
RESIDENCE G

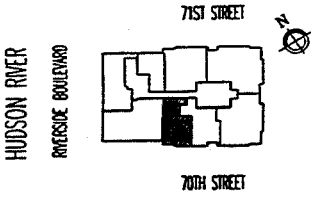
1 BEDROOM
1 1/2 BATH

FLOORS: 22ND THRU 23RD

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

59

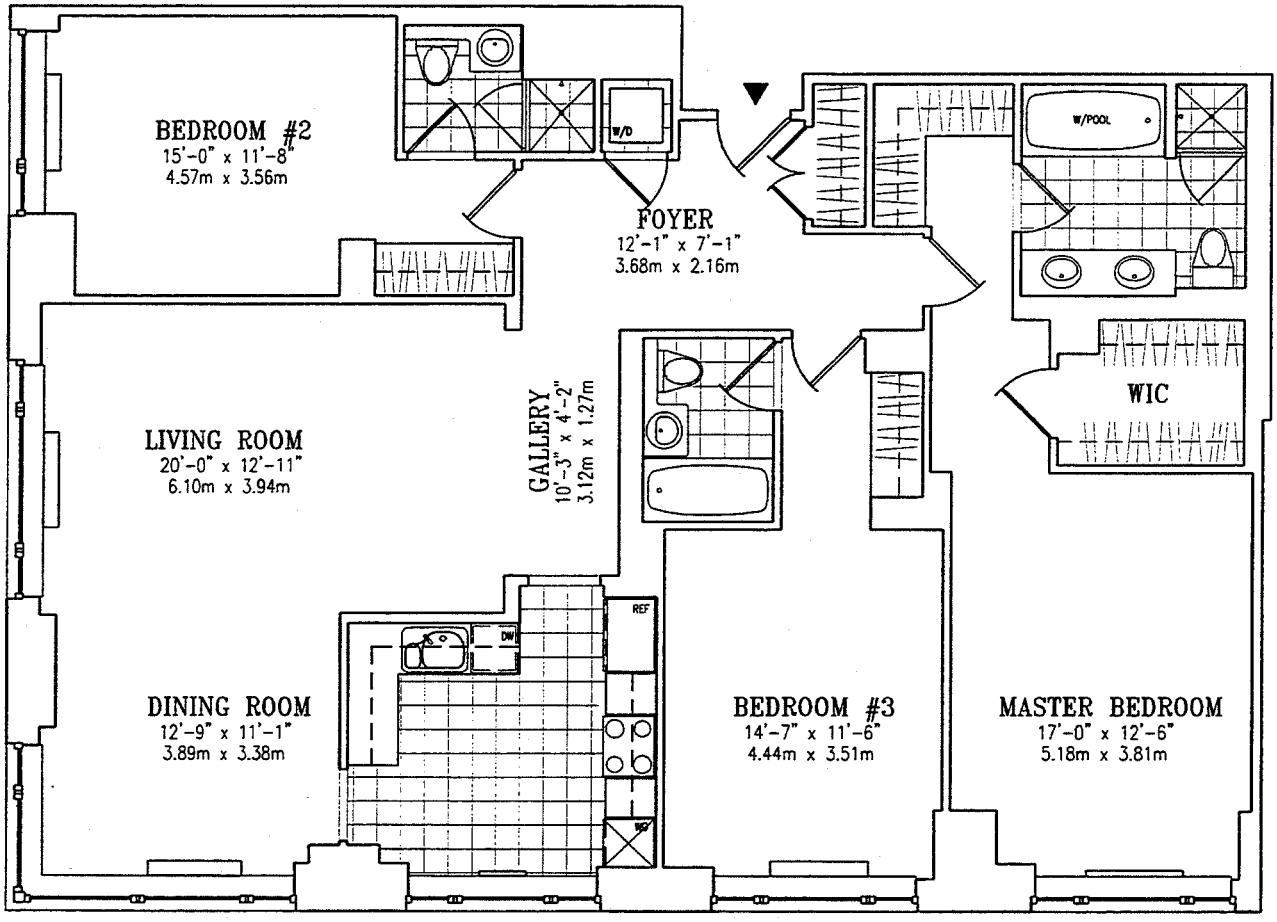
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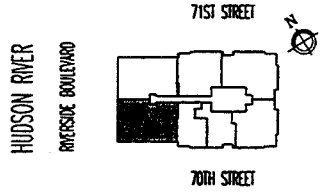
RESIDENCE G

3 BEDROOM
3 BATH
DINING ROOM

FLOORS: 24TH THRU 26TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

60

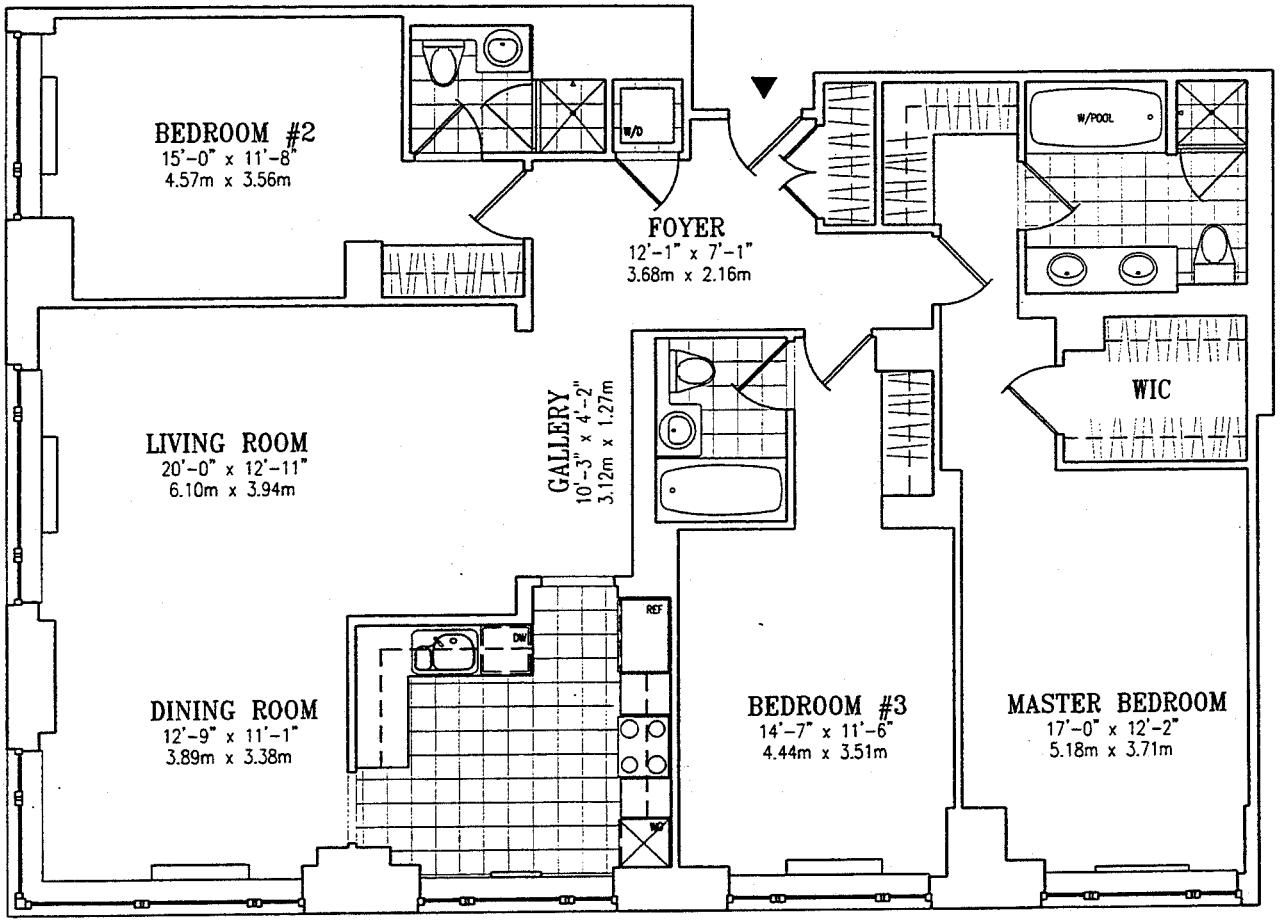
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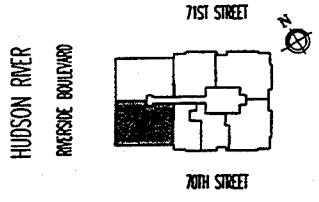
RESIDENCE G

3 BEDROOM
3 BATH
DINING ROOM

FLOORS: 27TH THRU 28TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

61

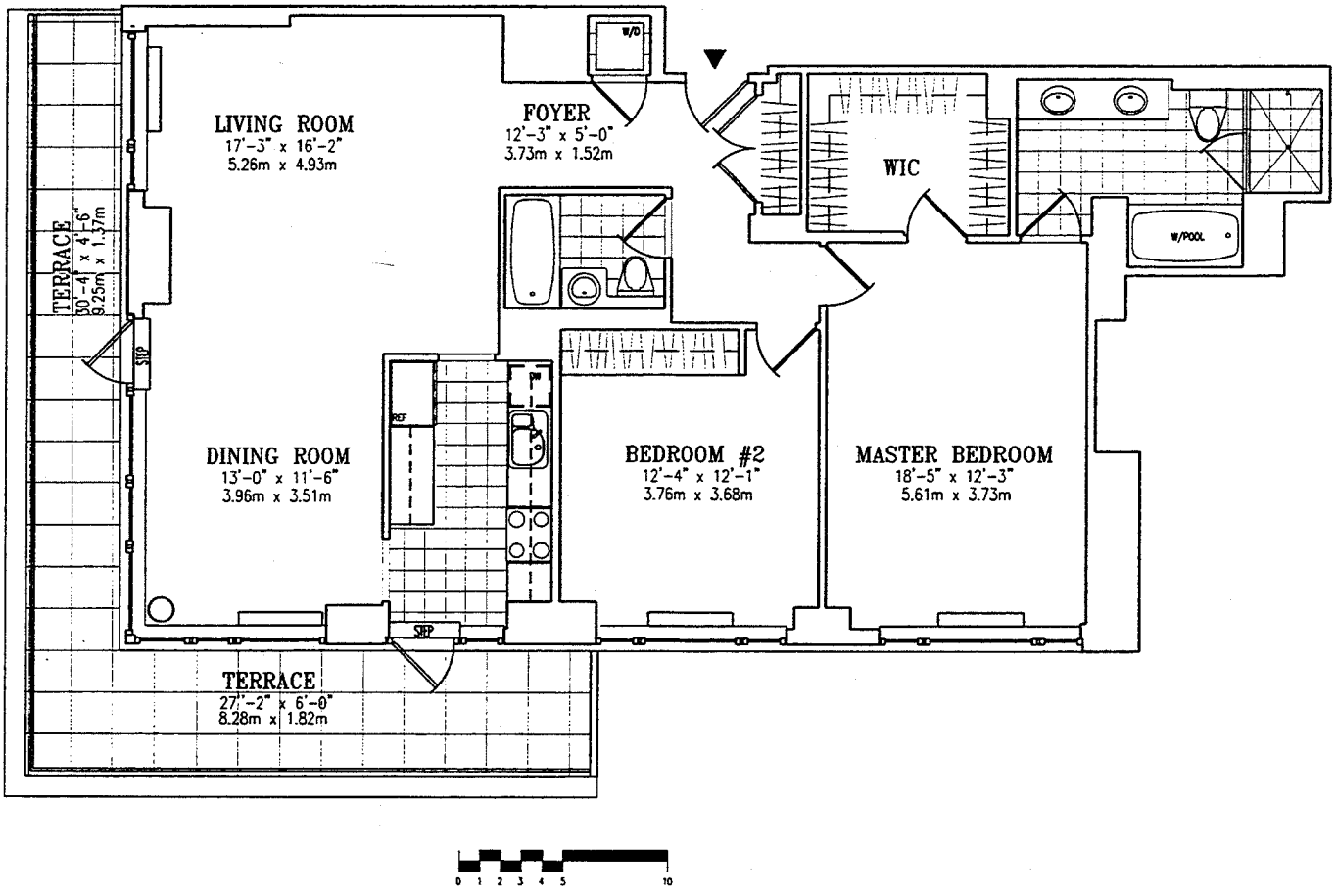
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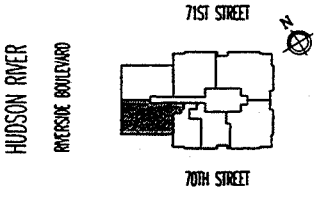
RESIDENCE G

2 BEDROOM
2 BATH
DINING ROOM
TERRACE

FLOOR: 29TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

62

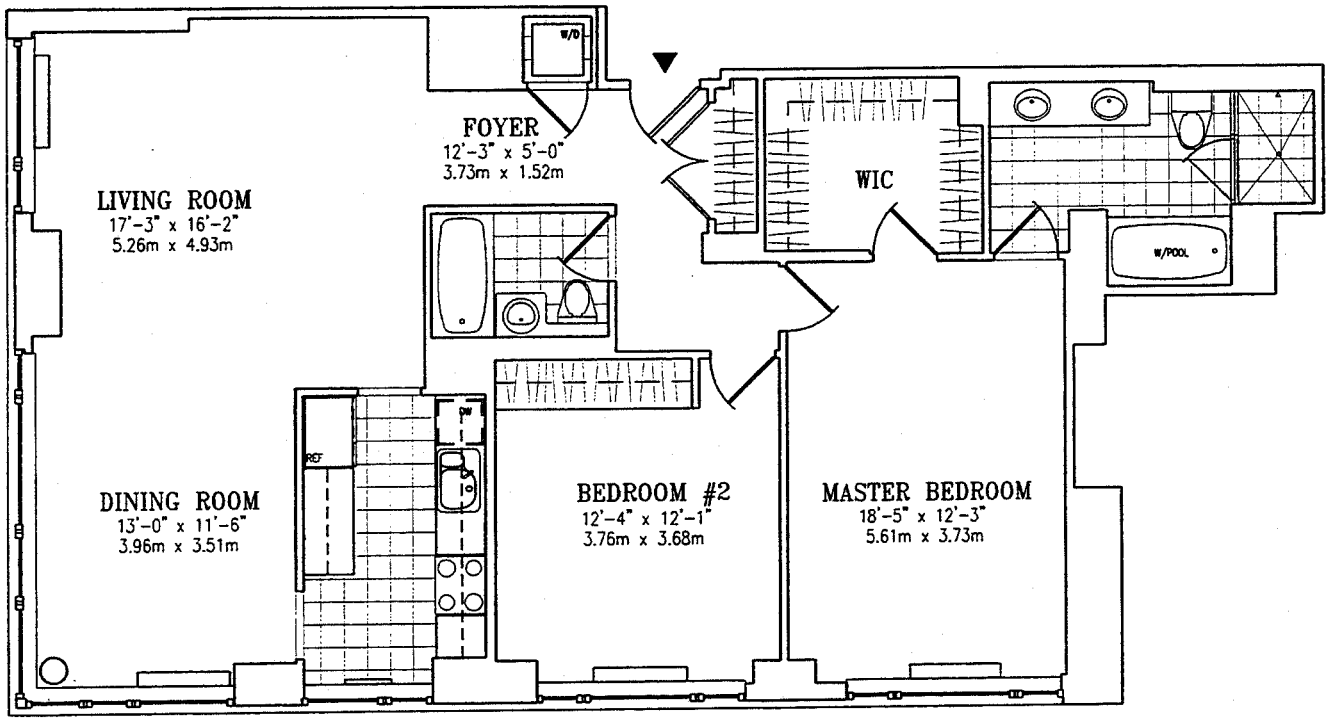
2000-10-27 244

RESIDENCE G

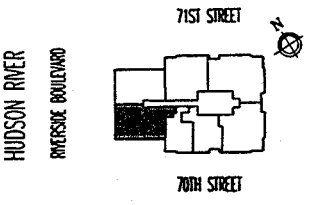
2 BEDROOM
2 BATH
DINING ROOM

FLOOR: 30TH

220 RIVERSIDE BOULEVARD







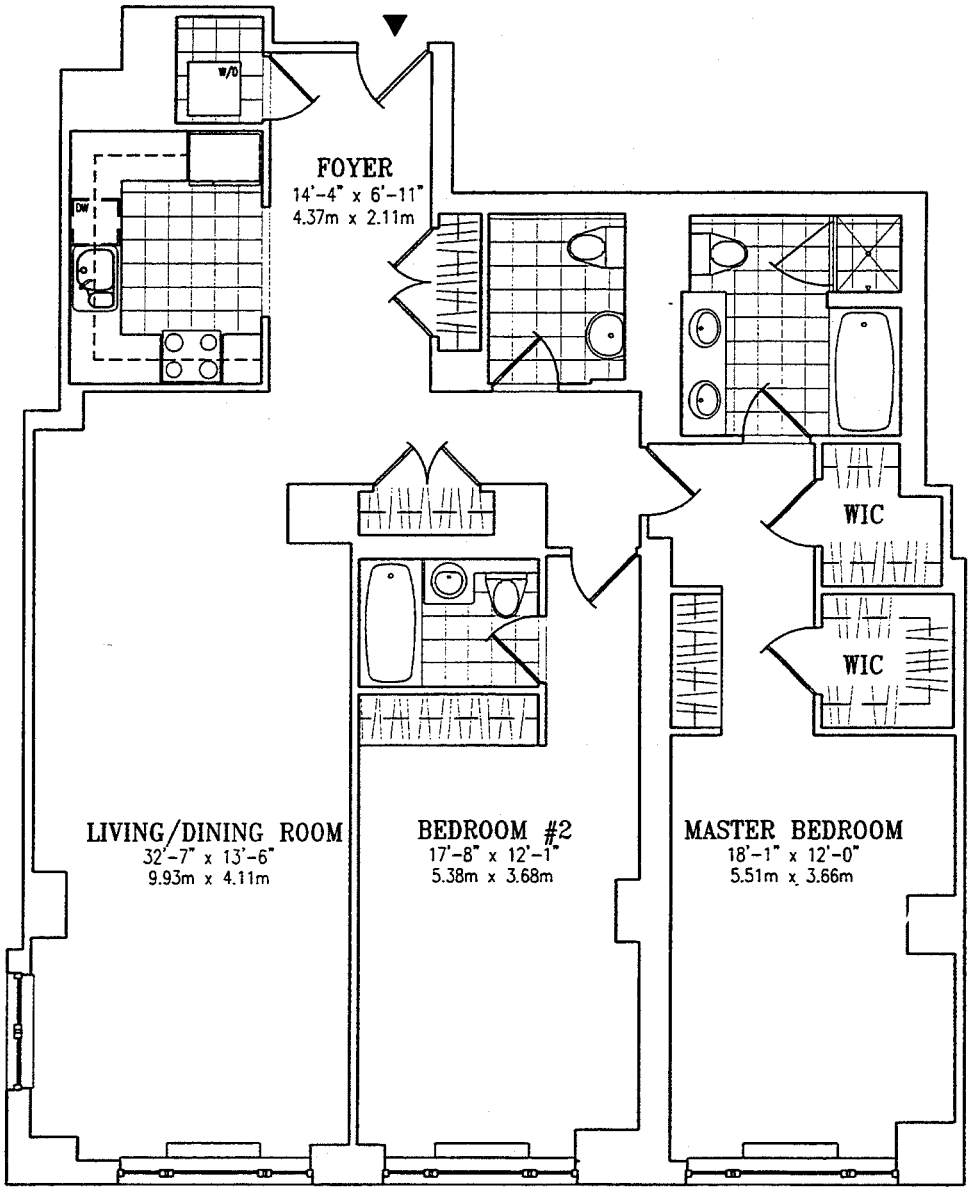
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

RESIDENCE H

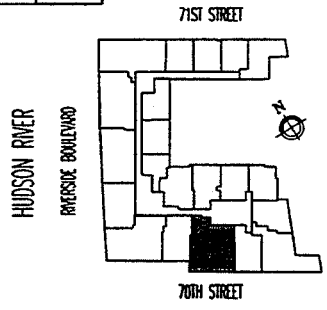
2 BEDROOM
2 1/2 BATHS

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

64

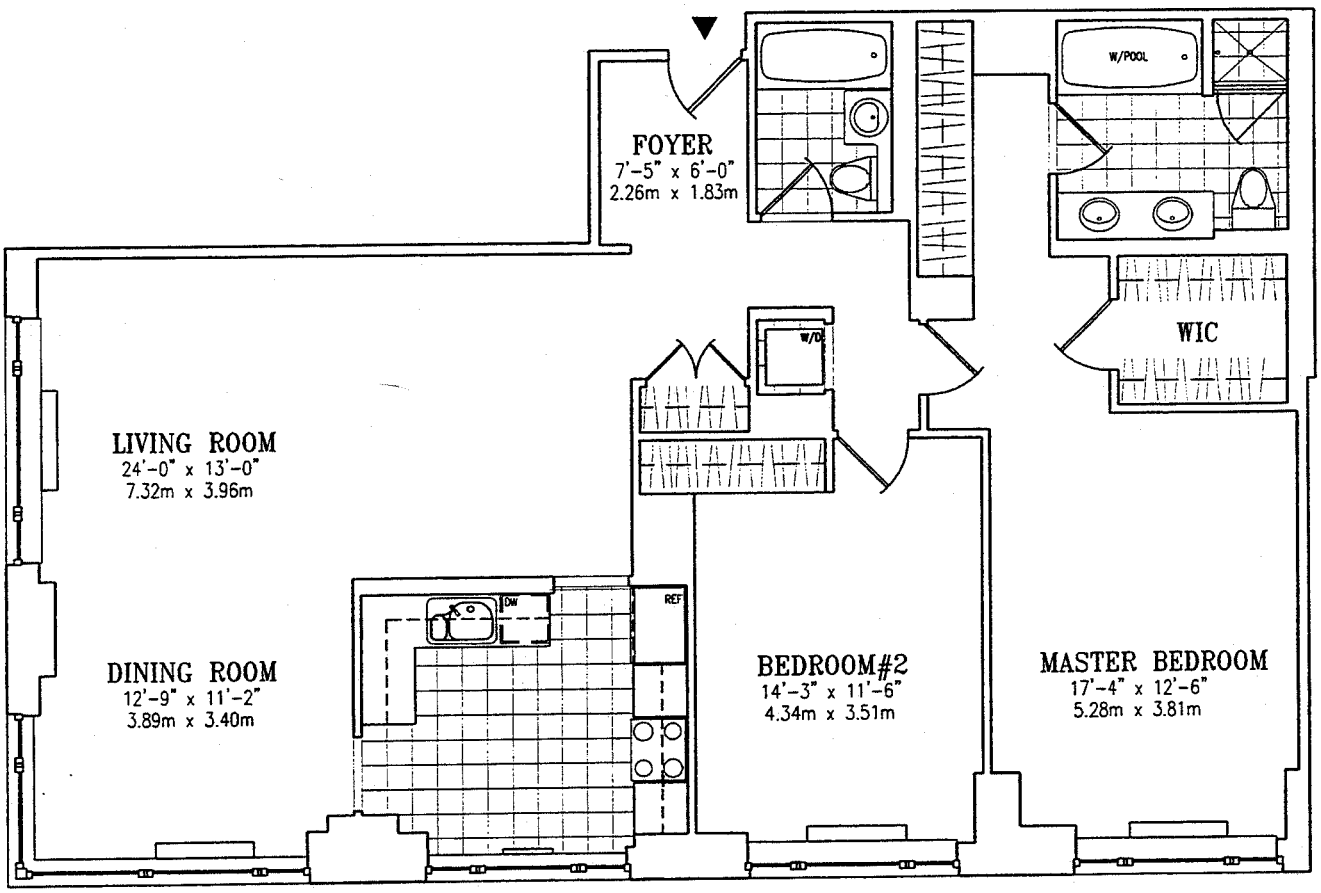
2000-10-27 260

RESIDENCE H

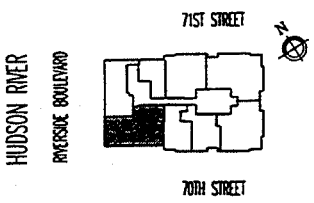
2 BEDROOM
2 BATH
1 DINING

FLOORS: 22ND & 23RD

220 RIVERSIDE BOULEVARD







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65

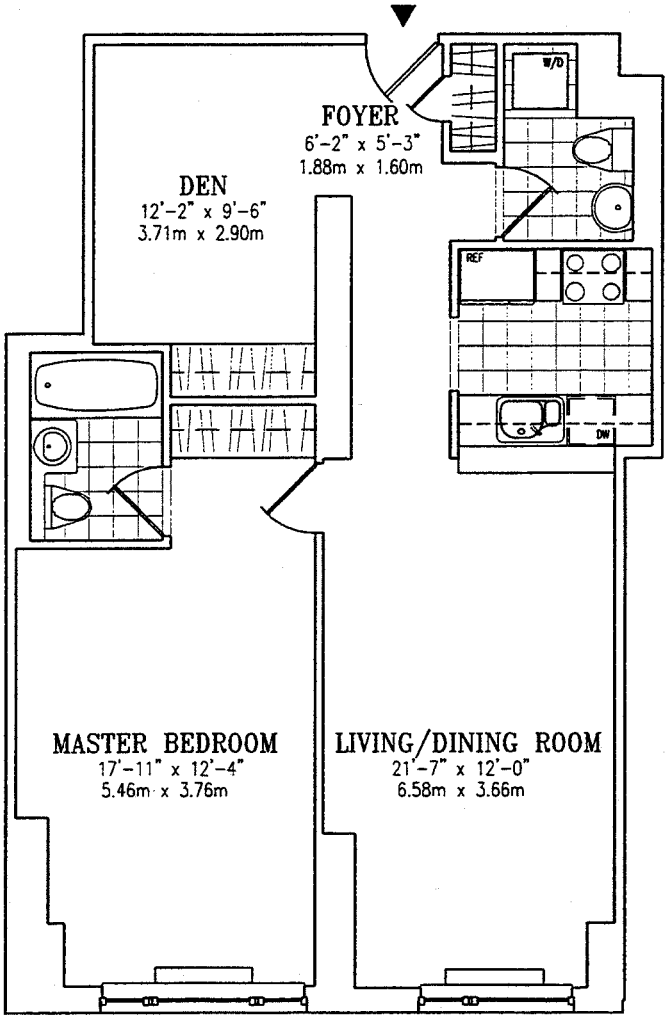
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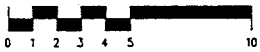
RESIDENCE I

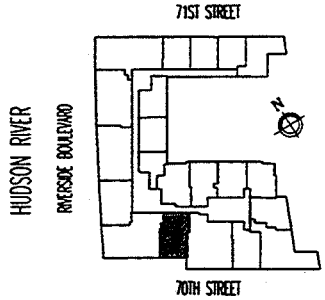
1 BEDROOM
1 1/2 BATHS

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

66

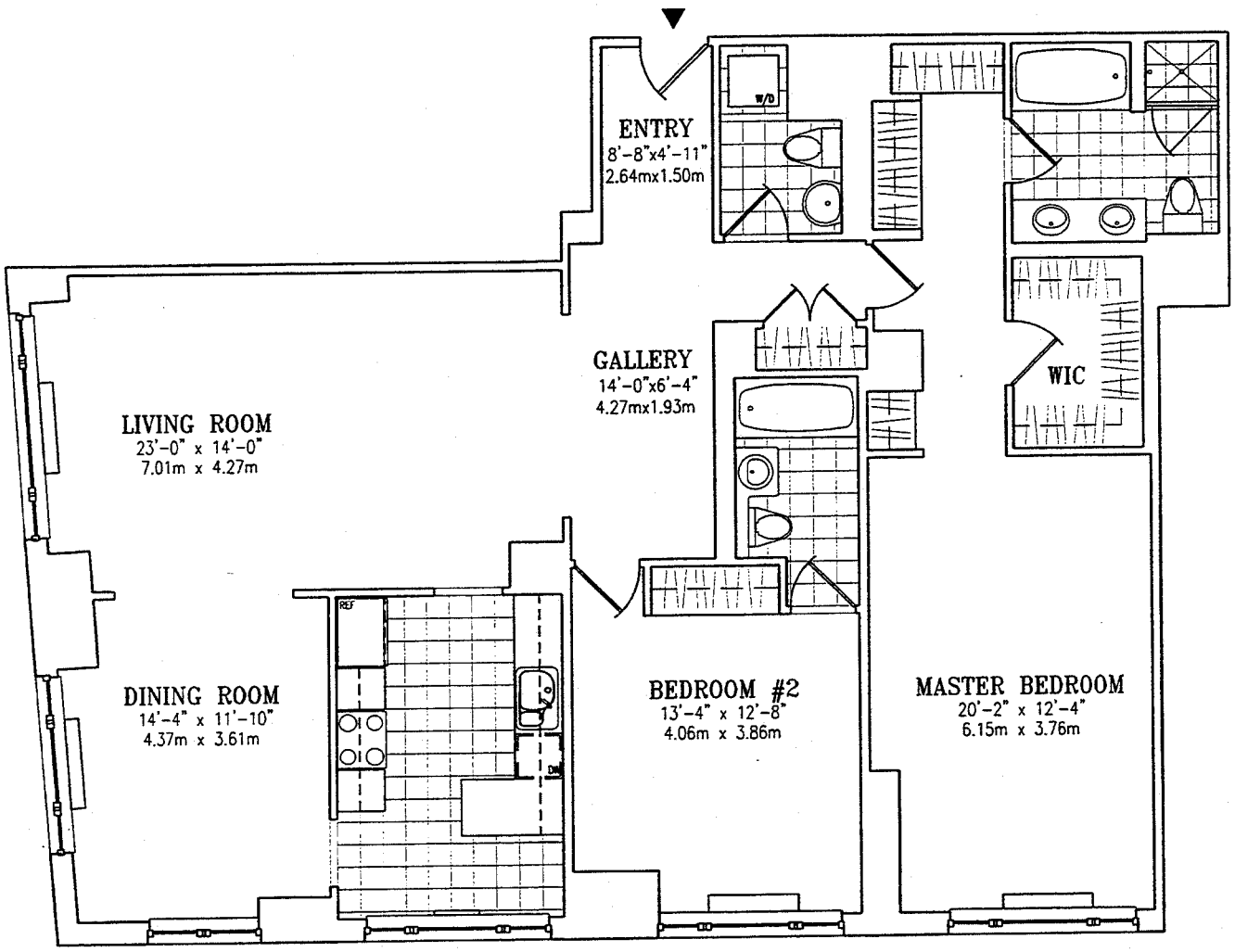
2000-10-27 260

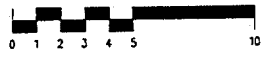
RESIDENCE J

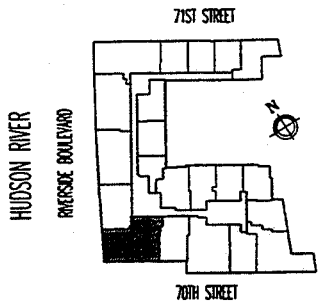
2 BEDROOM
2 1/2 BATHS
DINING ROOM

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







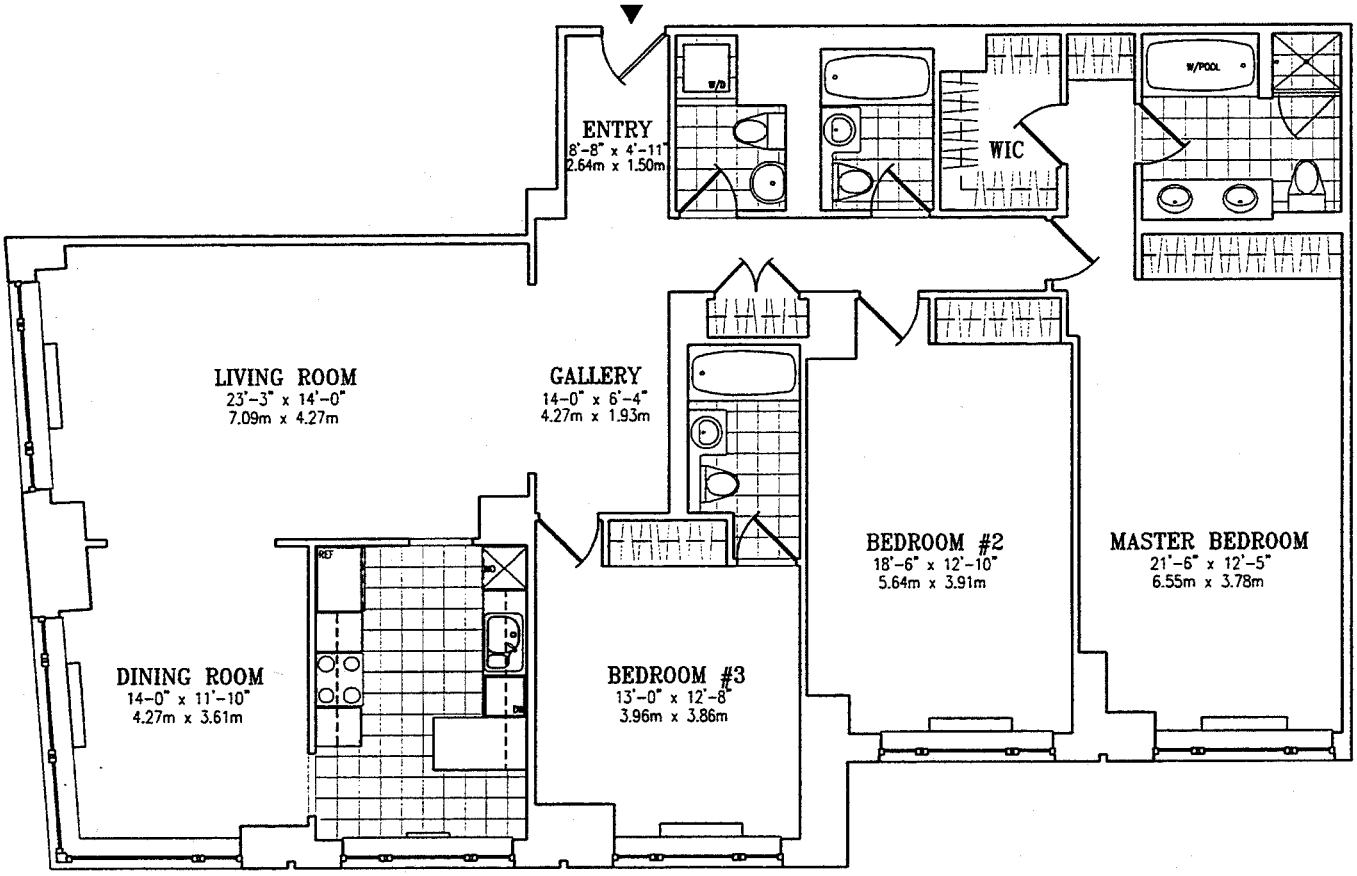
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

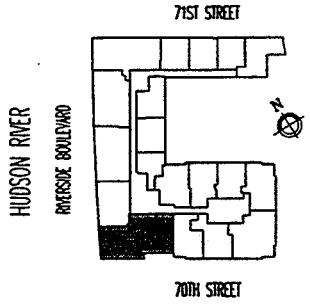
RESIDENCE J

3 BEDROOM
3 1/2 BATH
DINING ROOM
TERRACE

FLOORS: 6TH THRU 15TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

68

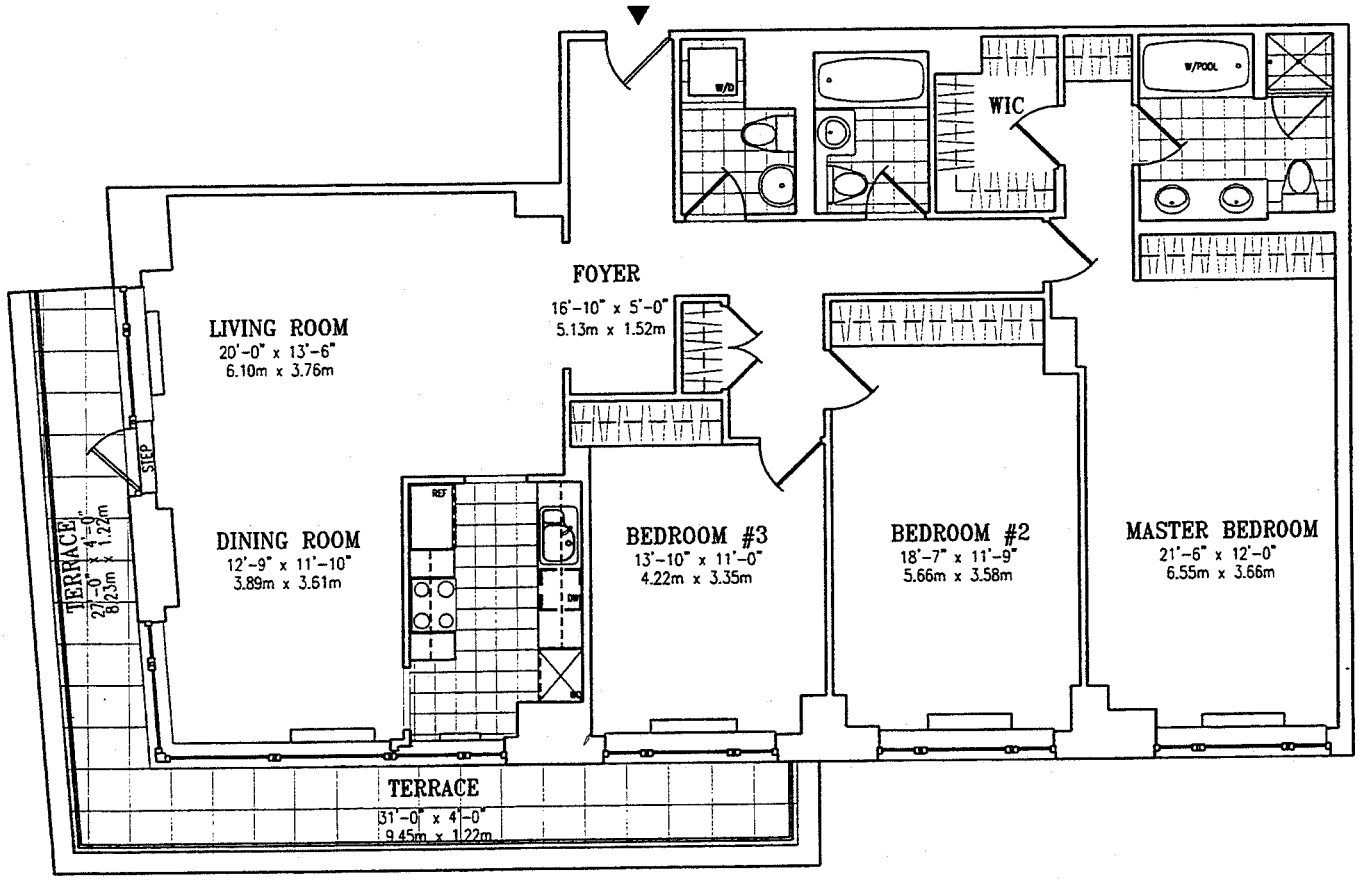
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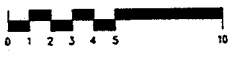
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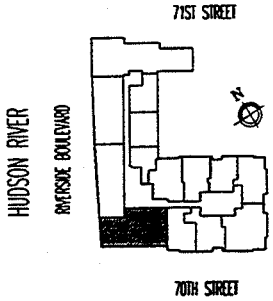
3 BEDROOM
2 1/2 BATH
DINING ROOM
TERRACE

FLOOR: 16TH

220 RIVERSIDE BOULEVARD







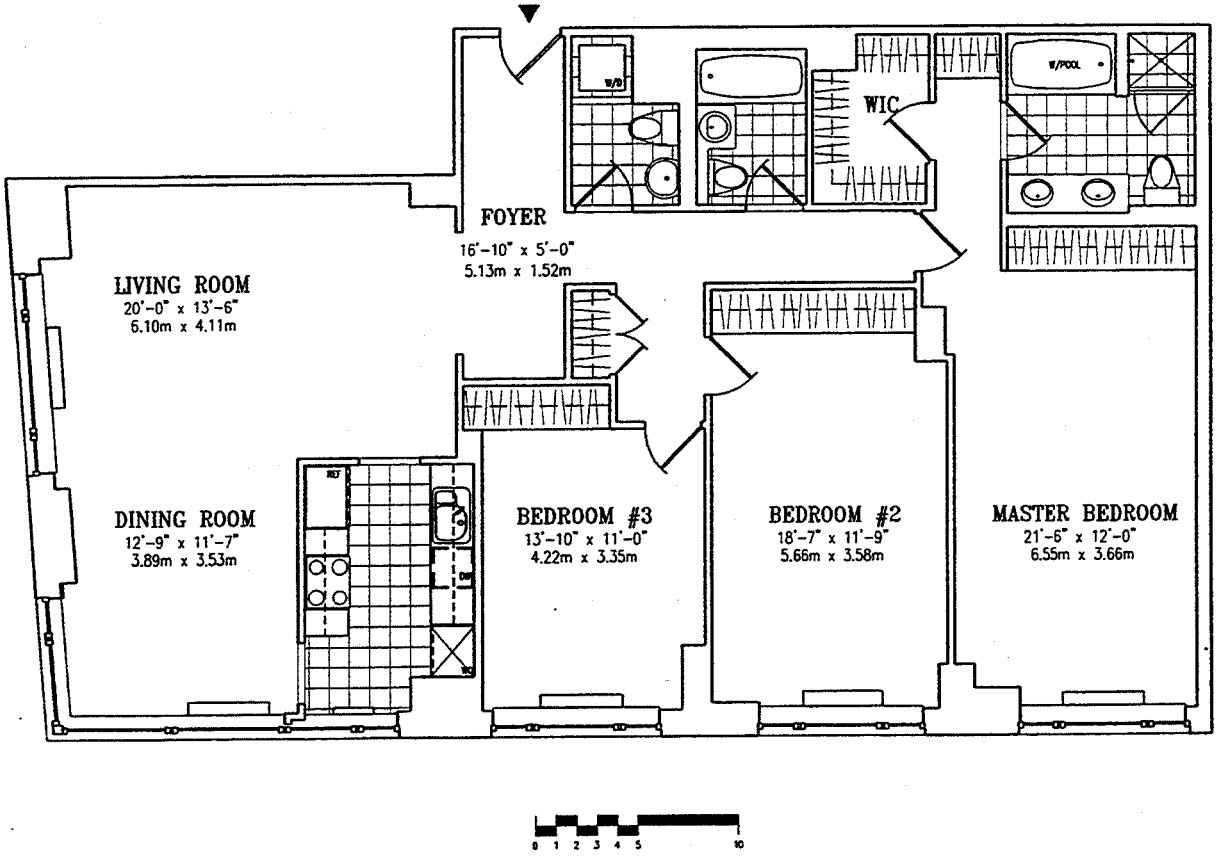
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

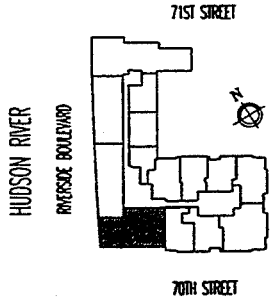
RESIDENCE J

3 BEDROOM
2 1/2 BATH
DINING ROOM

FLOORS: 17TH THRU 20TH

220 RIVERSIDE BOULEVARD





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70

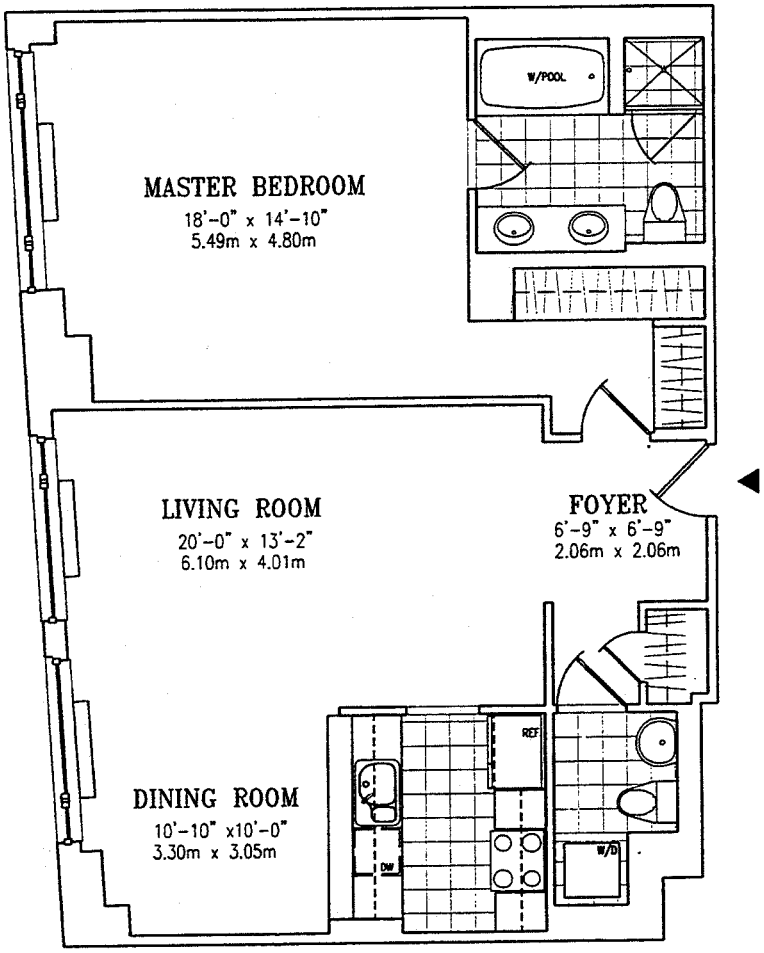
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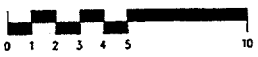
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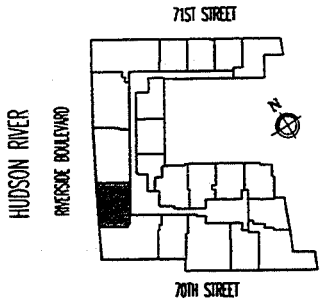
1 BEDROOM
1 1/2 BATHS
DINING ROOM

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







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71

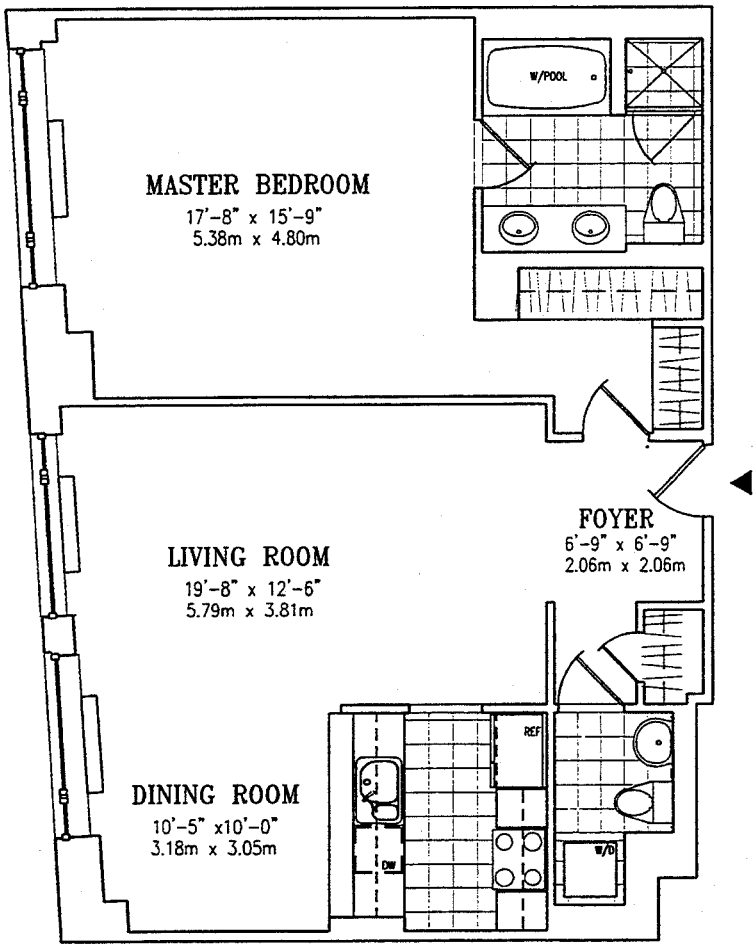
2000-10-27 244

RESIDENCE K

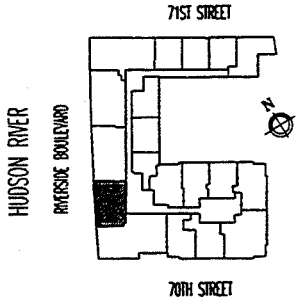
1 BEDROOM
1 1/2 BATHS
DINING ROOM

FLOORS: 6TH THRU 15TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

72

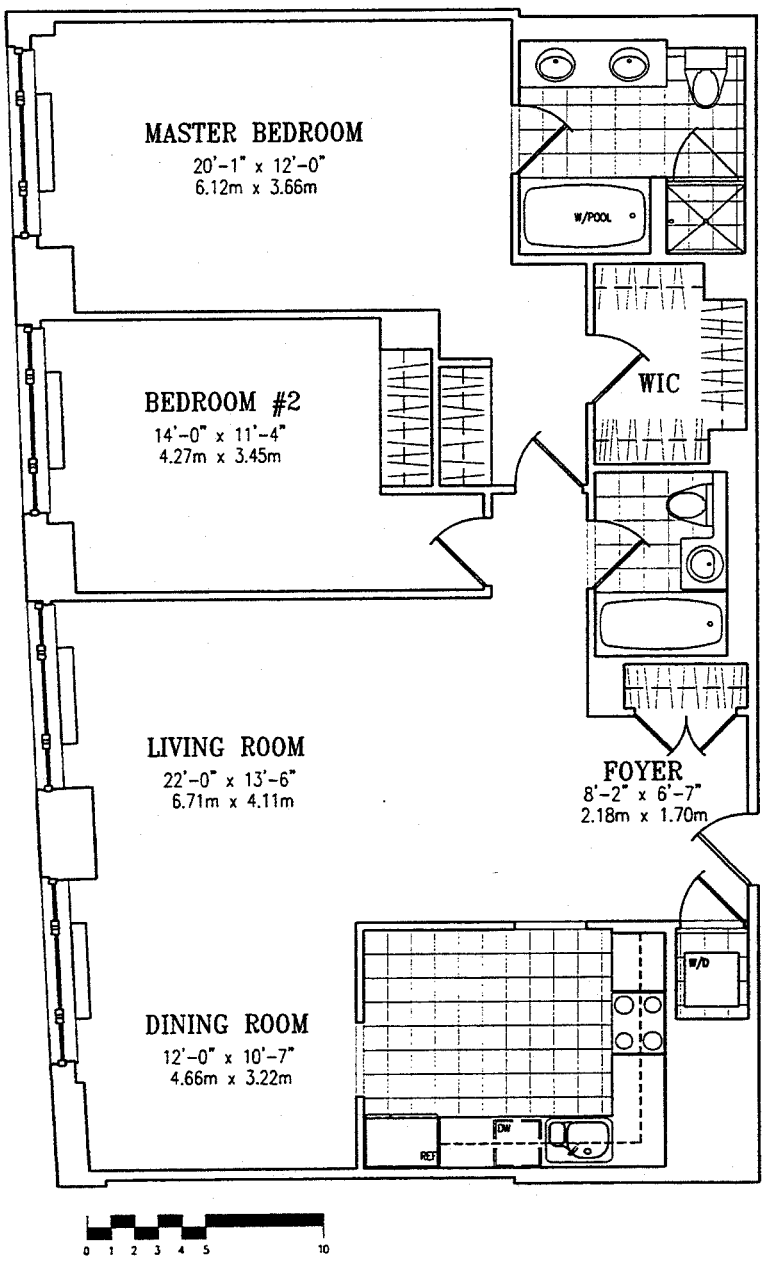
2000-10-27 244

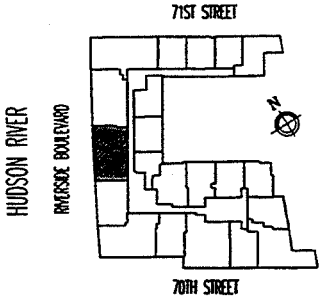
RESIDENCE L

2 BEDROOM
2 BATHS
DINING ROOM

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

73

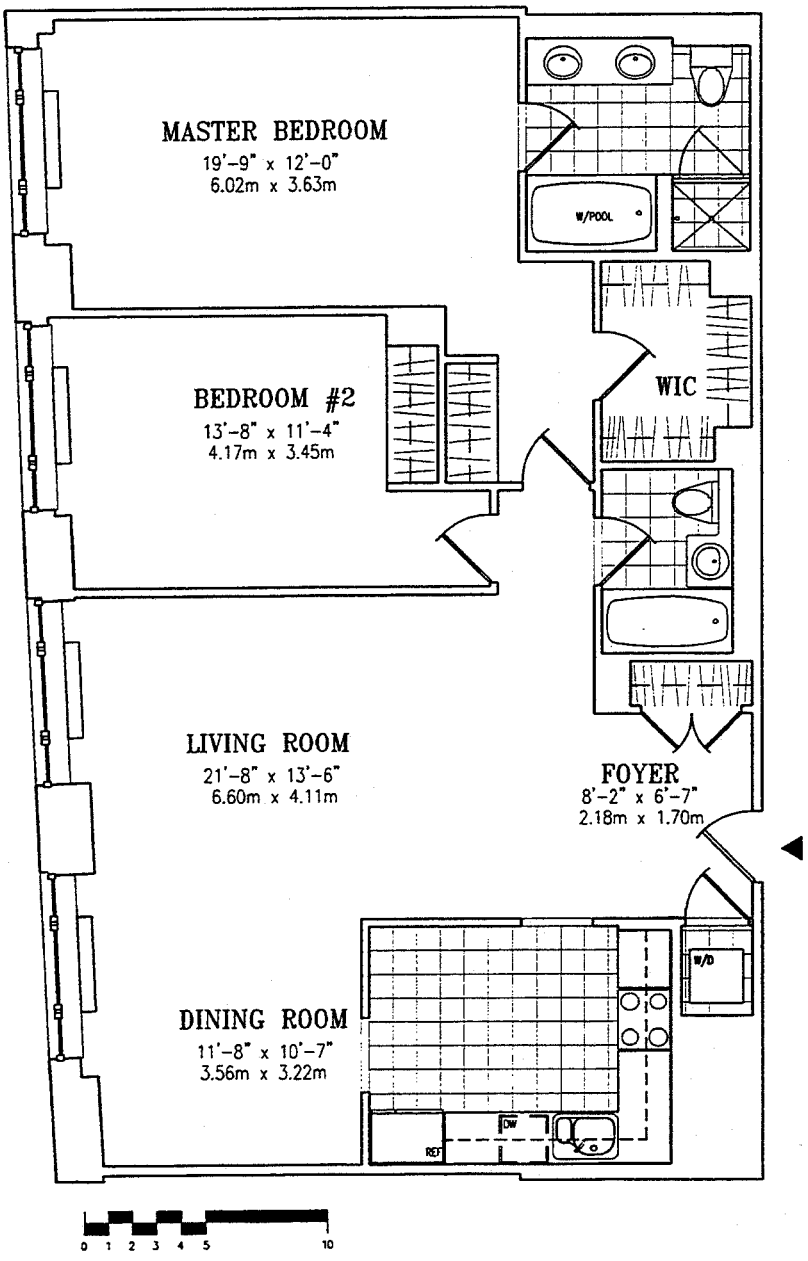
2000-10-27 260

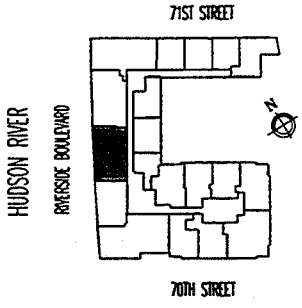
RESIDENCE L

2 BEDROOM
2 BATHS
DINING ROOM

FLOORS: 6TH THRU 15TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

74

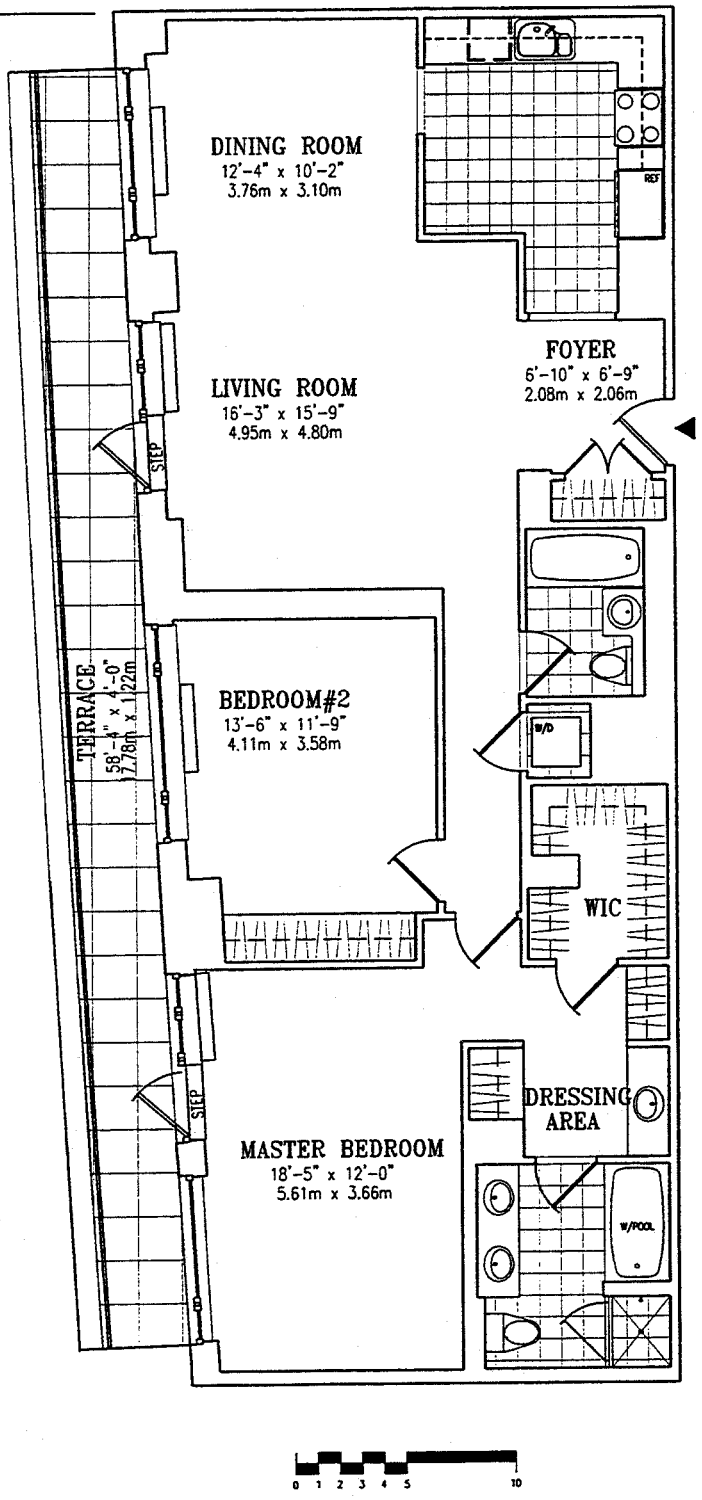
2006-10-27 244

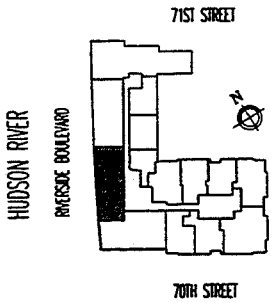
RESIDENCE L

2 BEDROOM
2 BATH
DINING ROOM
TERRACE

FLOOR: 16TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

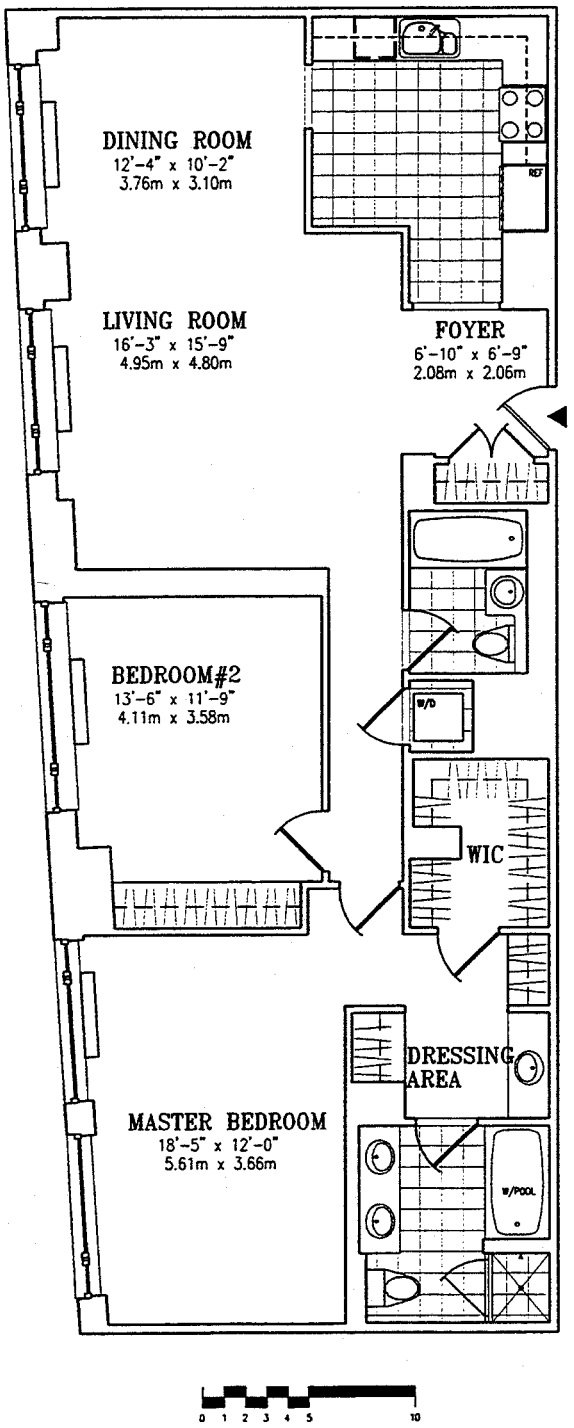
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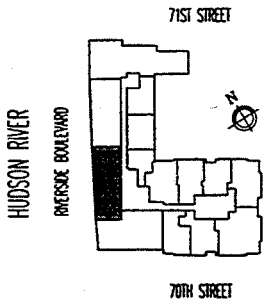
RESIDENCE L

2 BEDROOM
2 BATH
DINING ROOM

FLOORS: 17TH THRU 20TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

76

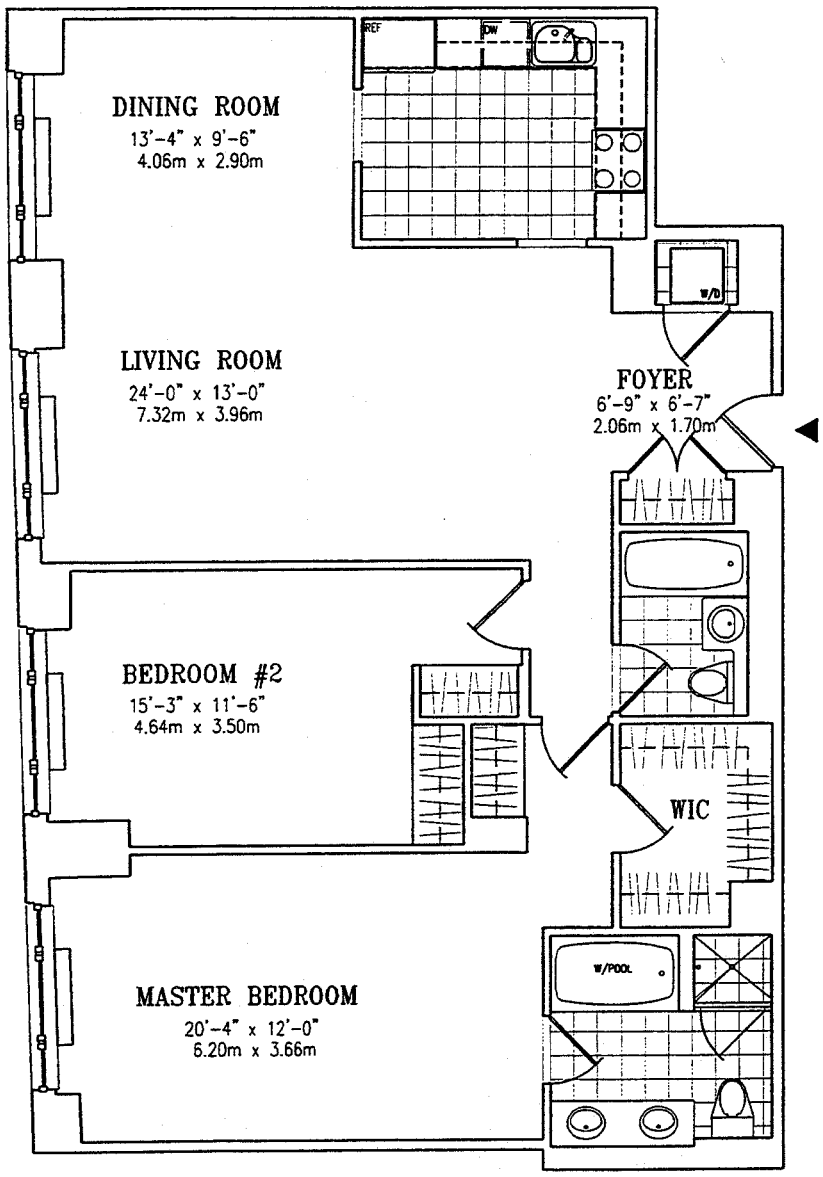
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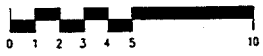
RESIDENCE M

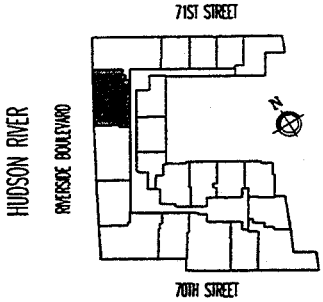
2 BEDROOM
2 BATHS
DINING ROOM

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







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77

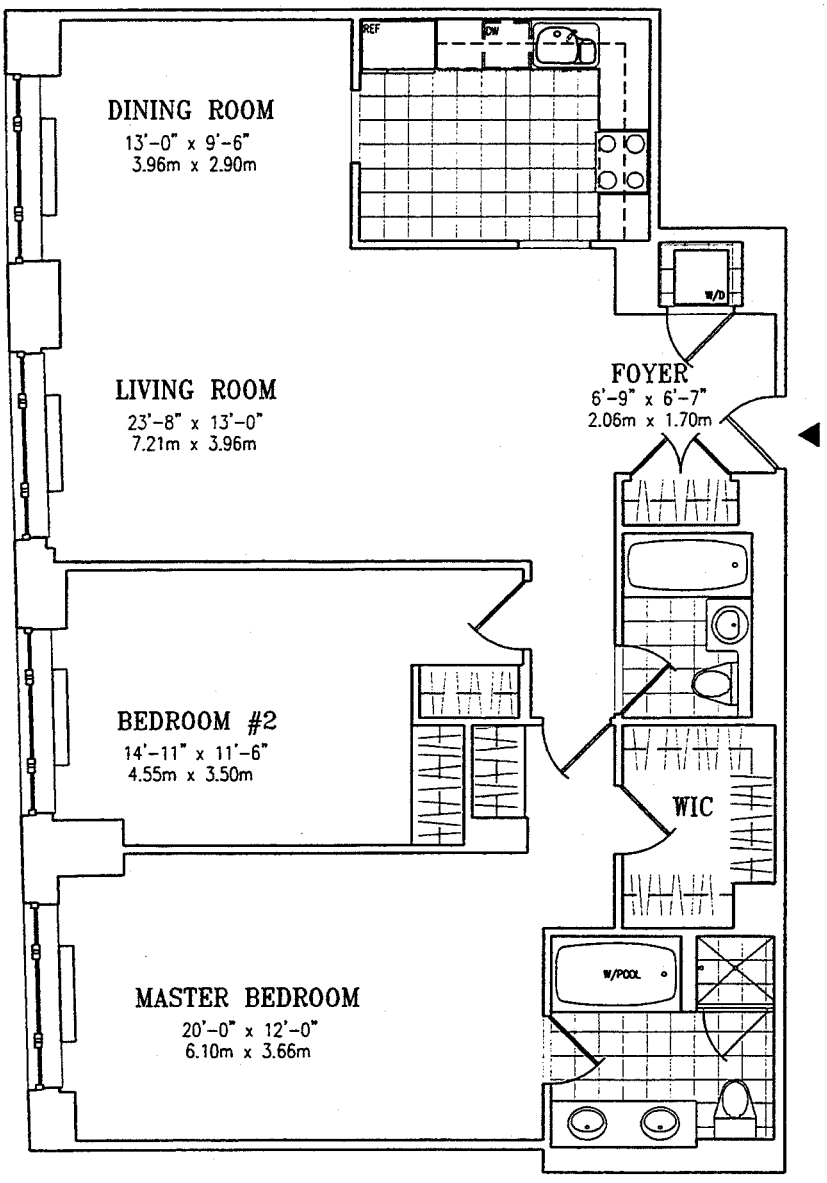
2000-10-27 244

RESIDENCE M

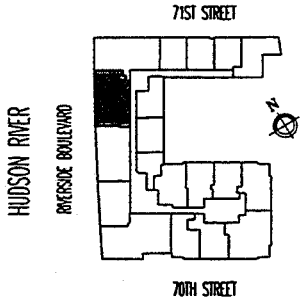
2 BEDROOM
2 BATHS
DINING ROOM

FLOORS: 6TH THRU 15TH

220 RIVERSIDE BOULEVARD







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78

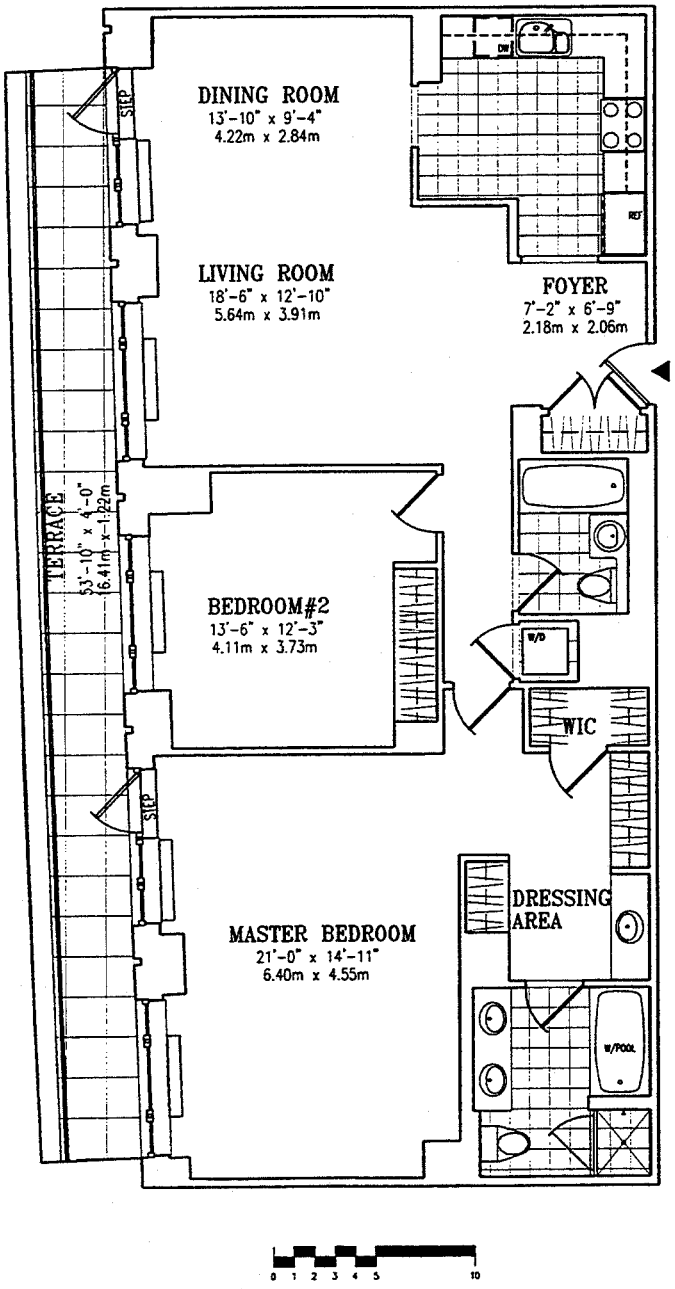
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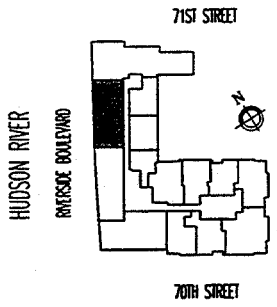
RESIDENCE M

2 BEDROOM
2 BATH
DINING ROOM
TERRACE

FLOOR: 16TH

220 RIVERSIDE BOULEVARD





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79

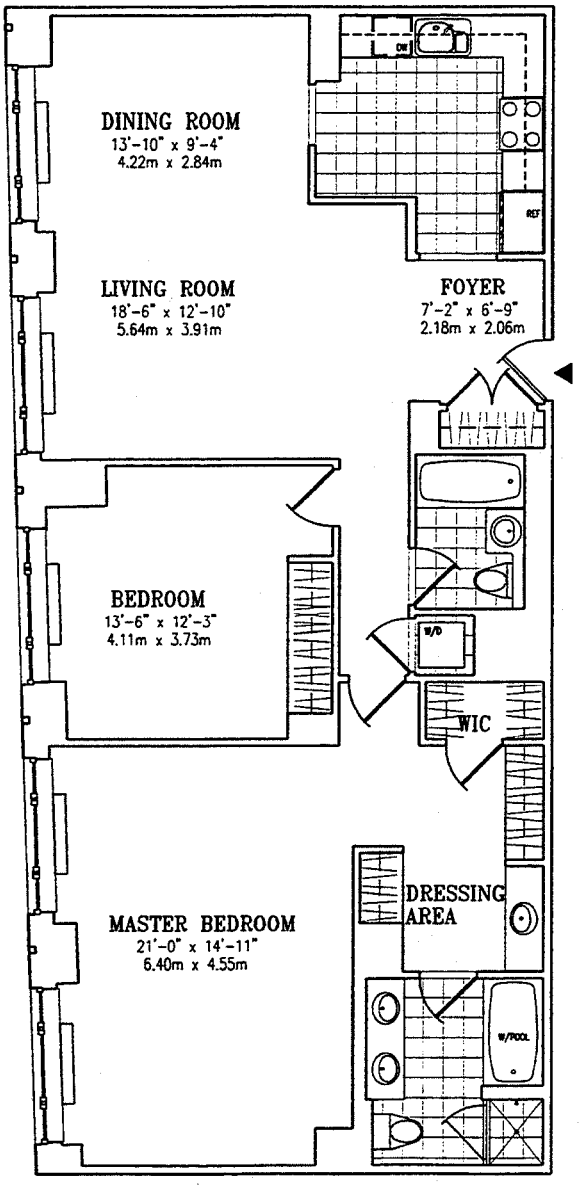
2000-10-27 260

RESIDENCE M

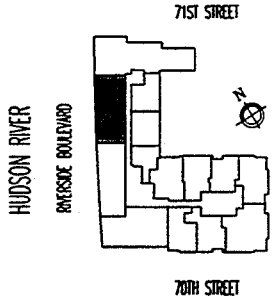
2 BEDROOM
2 BATH
DINING ROOM

FLOORS: 17TH THRU 20TH

220 RIVERSIDE BOULEVARD







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80

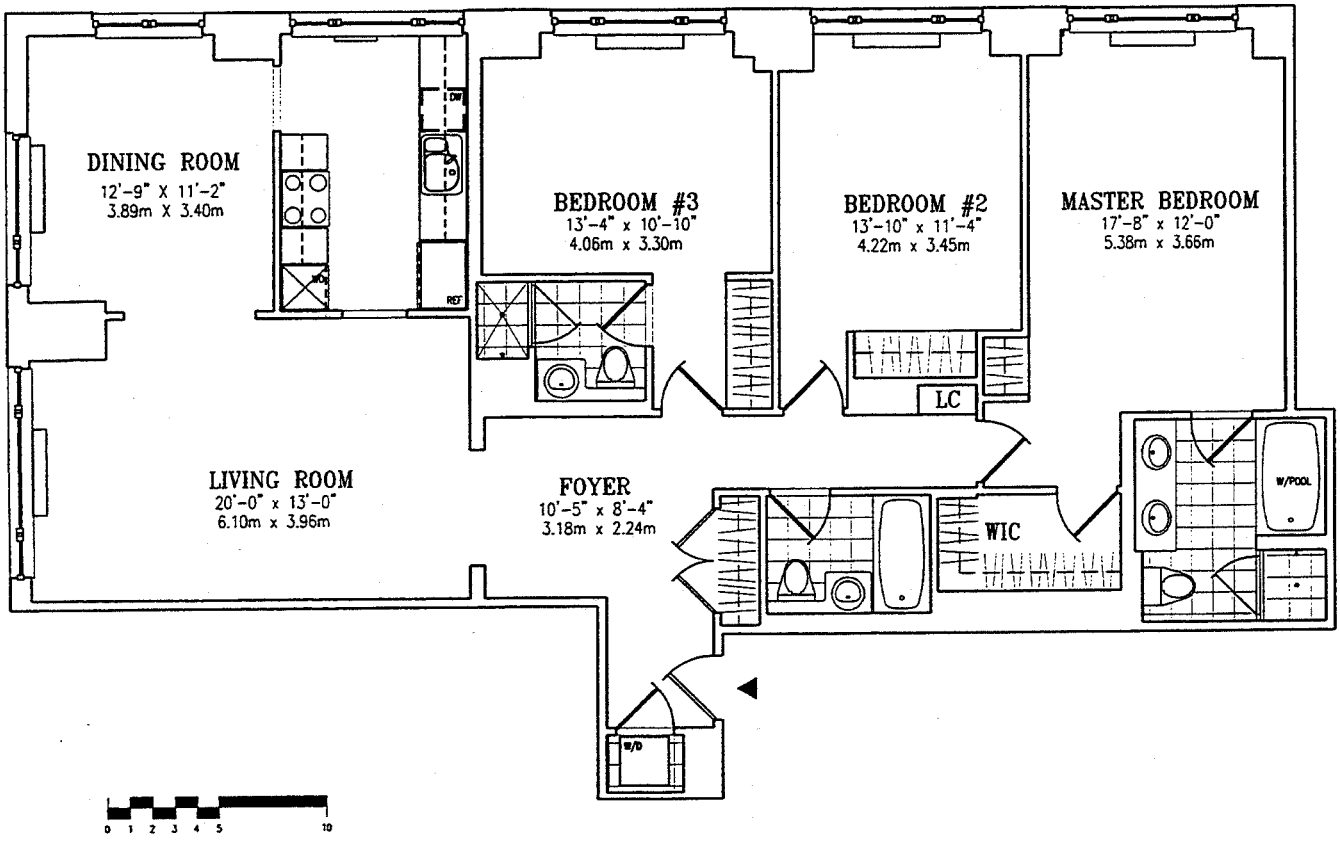
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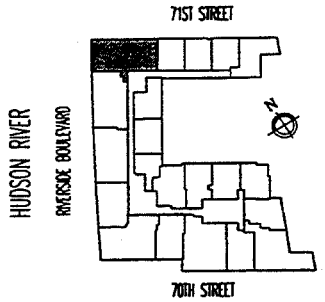
RESIDENCE N

3 BEDROOM
3 BATHS
DINING ROOM

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD





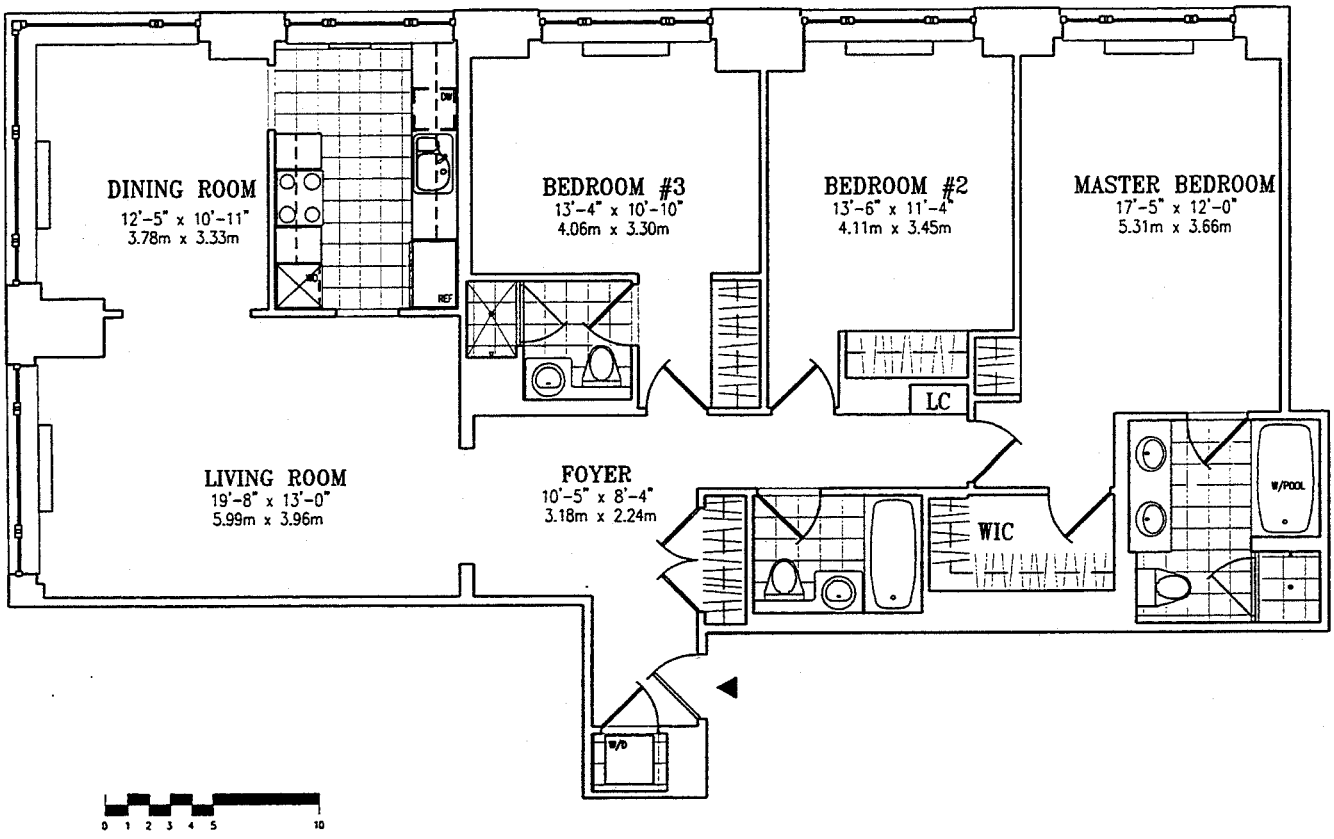
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

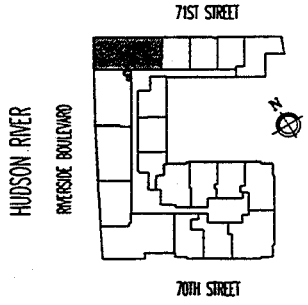
RESIDENCE N

3 BEDROOM
3 BATHS
DINING ROOM

FLOORS: 6TH THRU 8TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

82

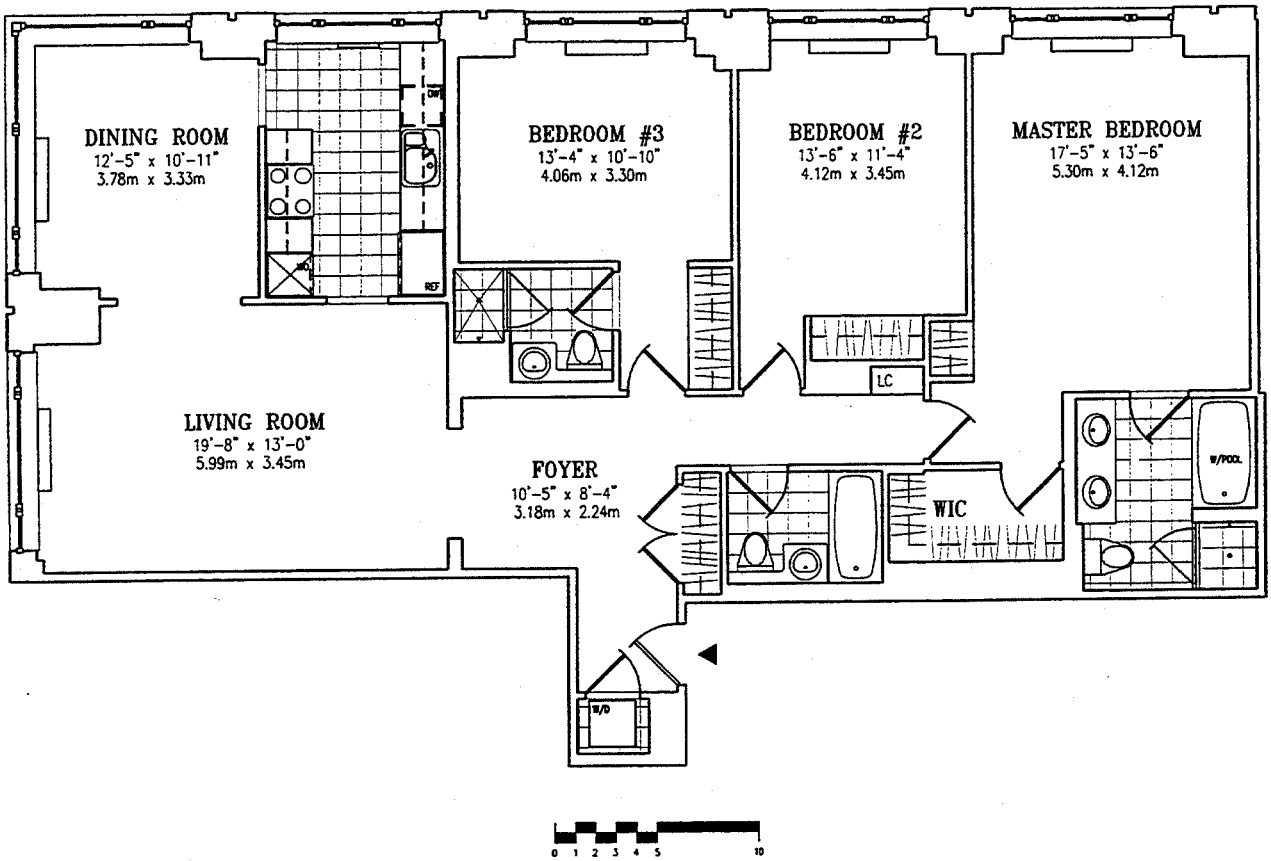
2000-10-27 244

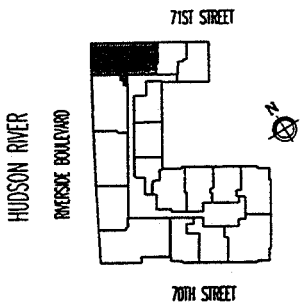
RESIDENCE N

3 BEDROOMS
3 BATHS

FLOORS: 9TH THRU 15TH

220 RIVERSIDE BOULEVARD





All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

83

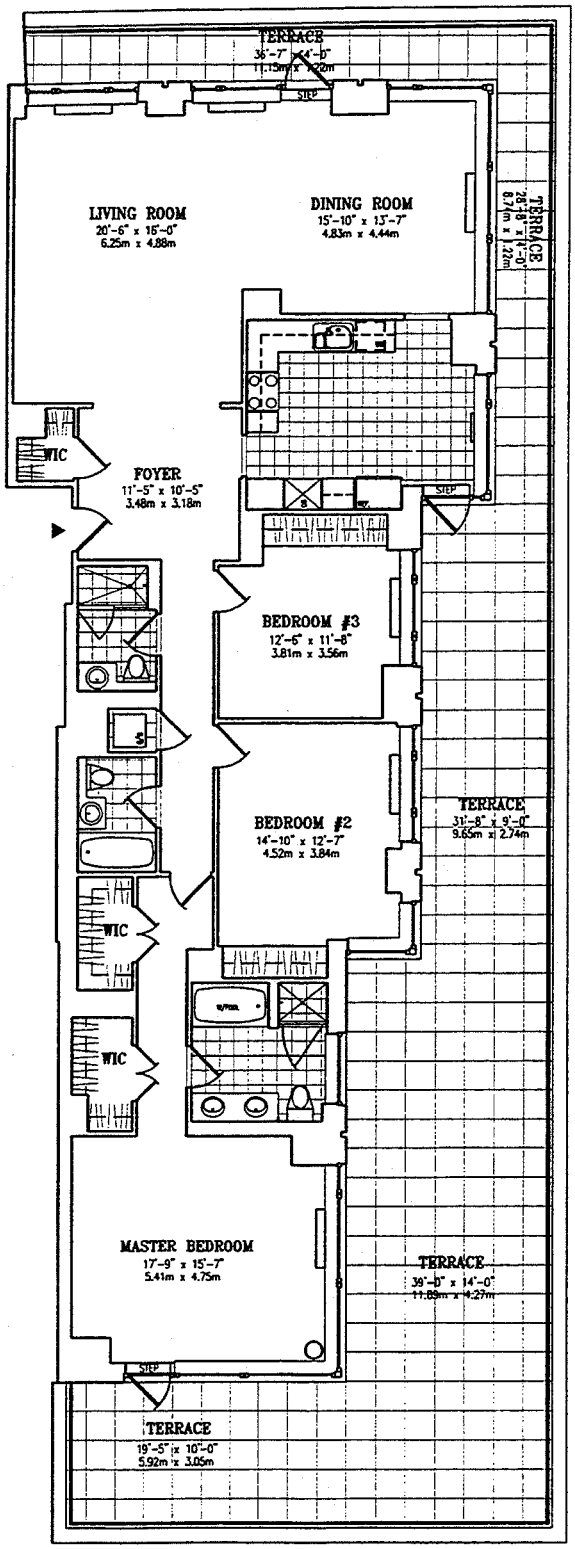
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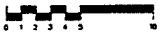
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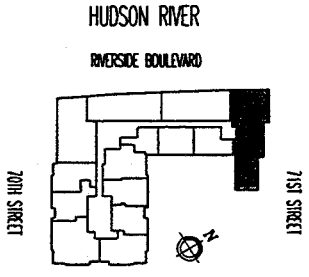
3 BEDROOM
3 BATH
DINING ROOM
TERRACE

FLOOR: 16TH

220 RIVERSIDE BOULEVARD







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B4

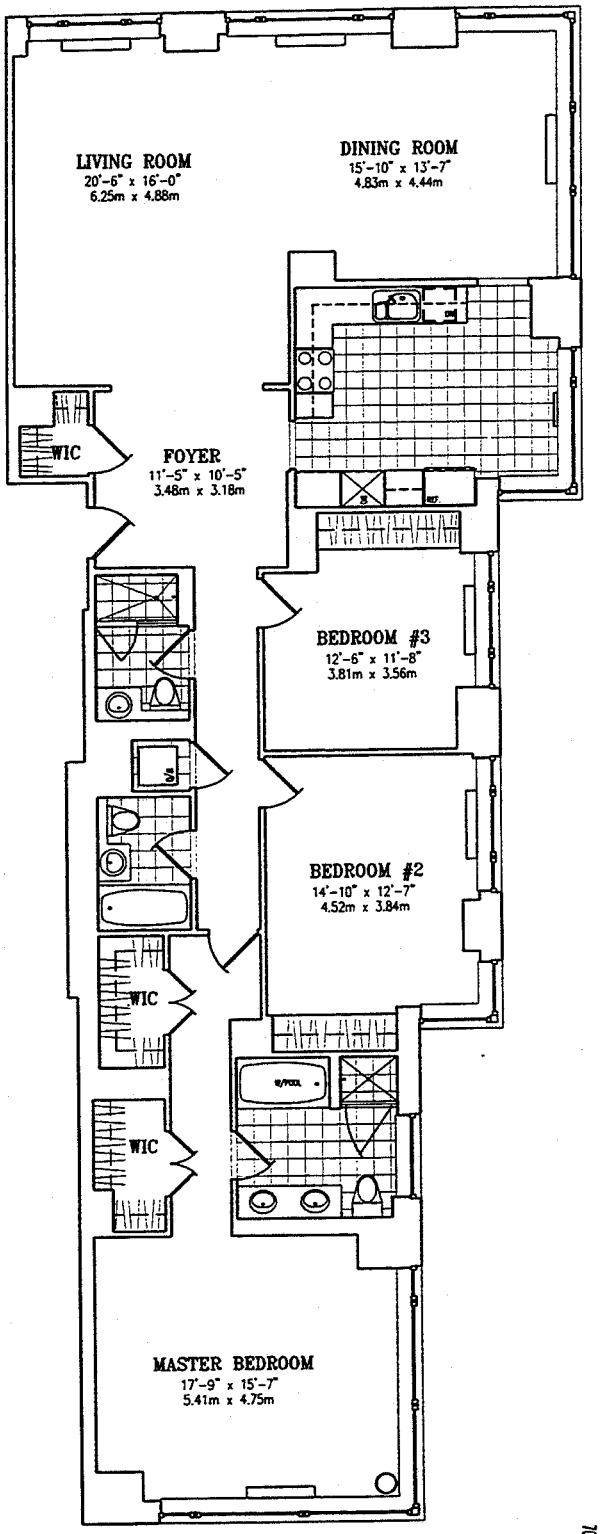
2000-10-27 250

RESIDENCE N

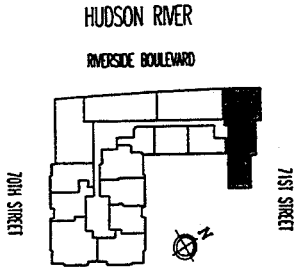
3 BEDROOM
3 BATH
DINING ROOM

FLOORS: 17TH THRU 20TH

220 RIVERSIDE BOULEVARD







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B5

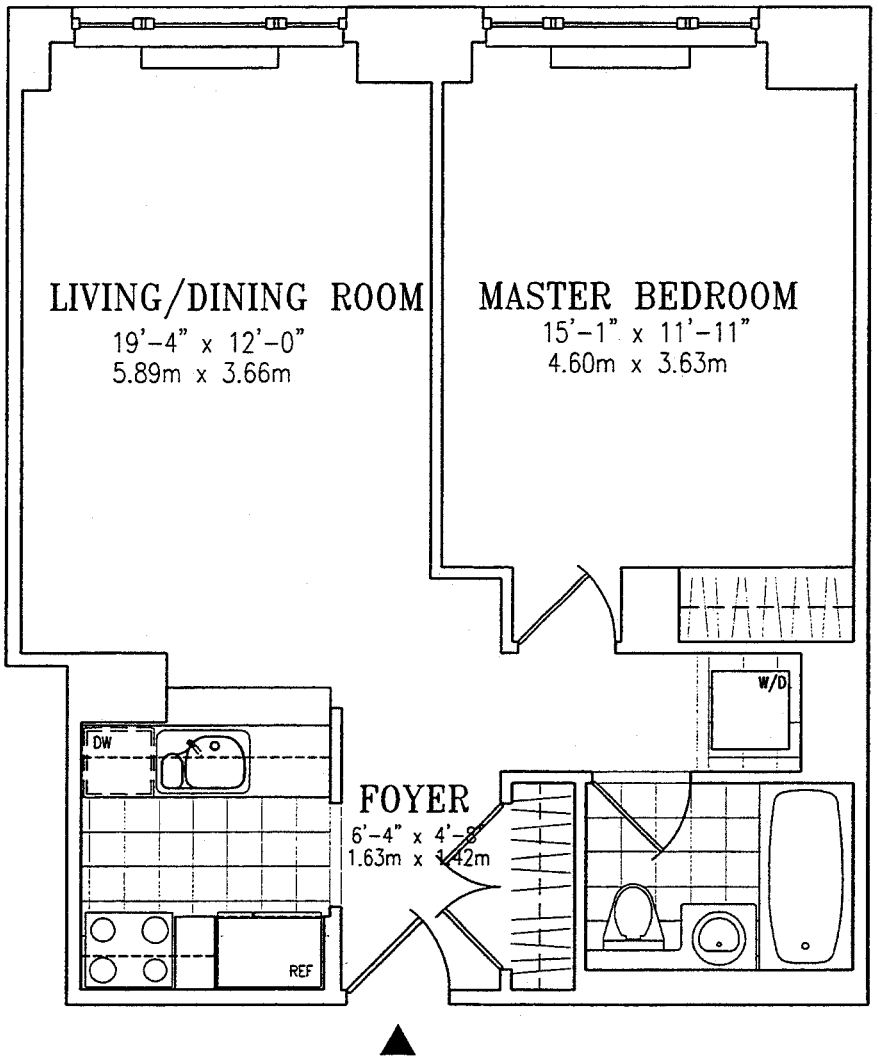
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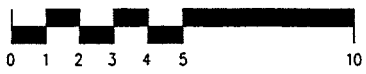
RESIDENCE P

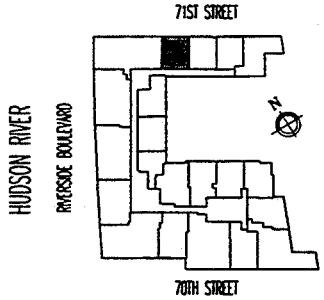
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







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B6

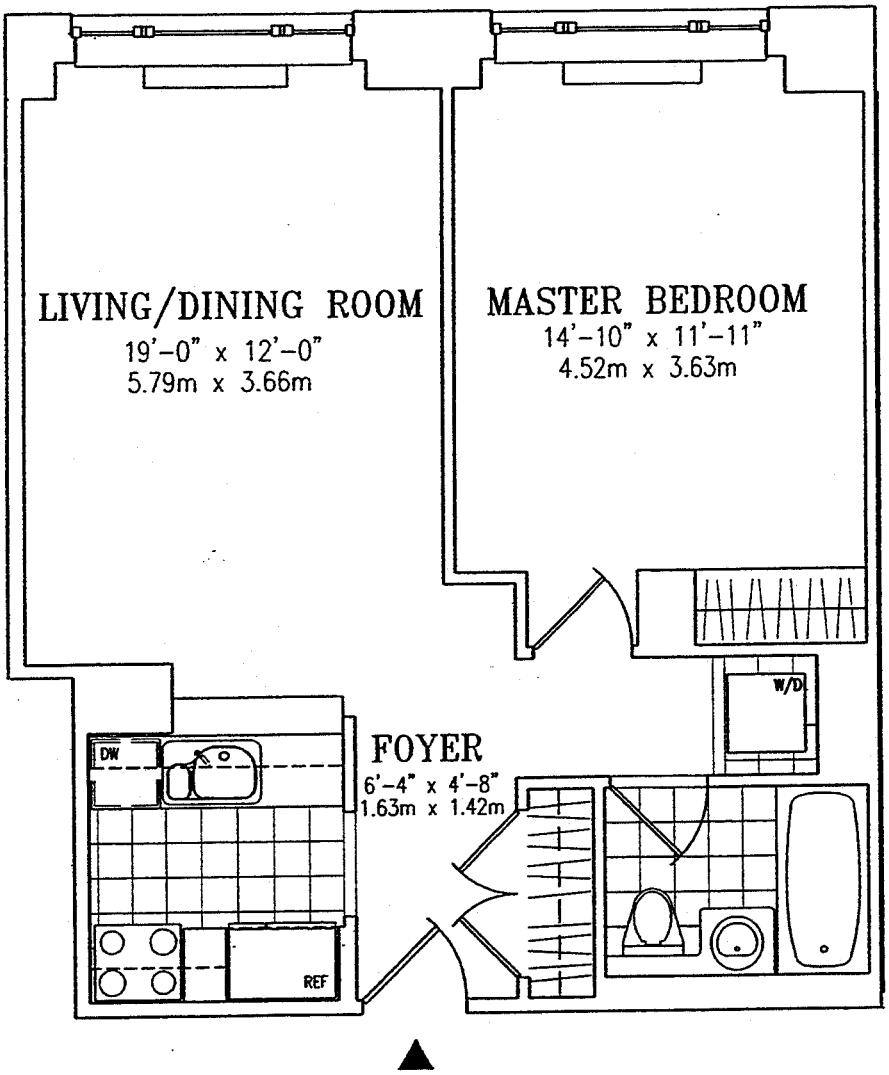
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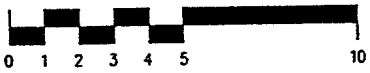
RESIDENCE P

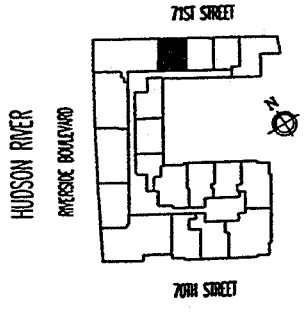
1 BEDROOM
1 BATH

FLOORS: 6TH & 7TH

220 RIVERSIDE BOULEVARD







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87

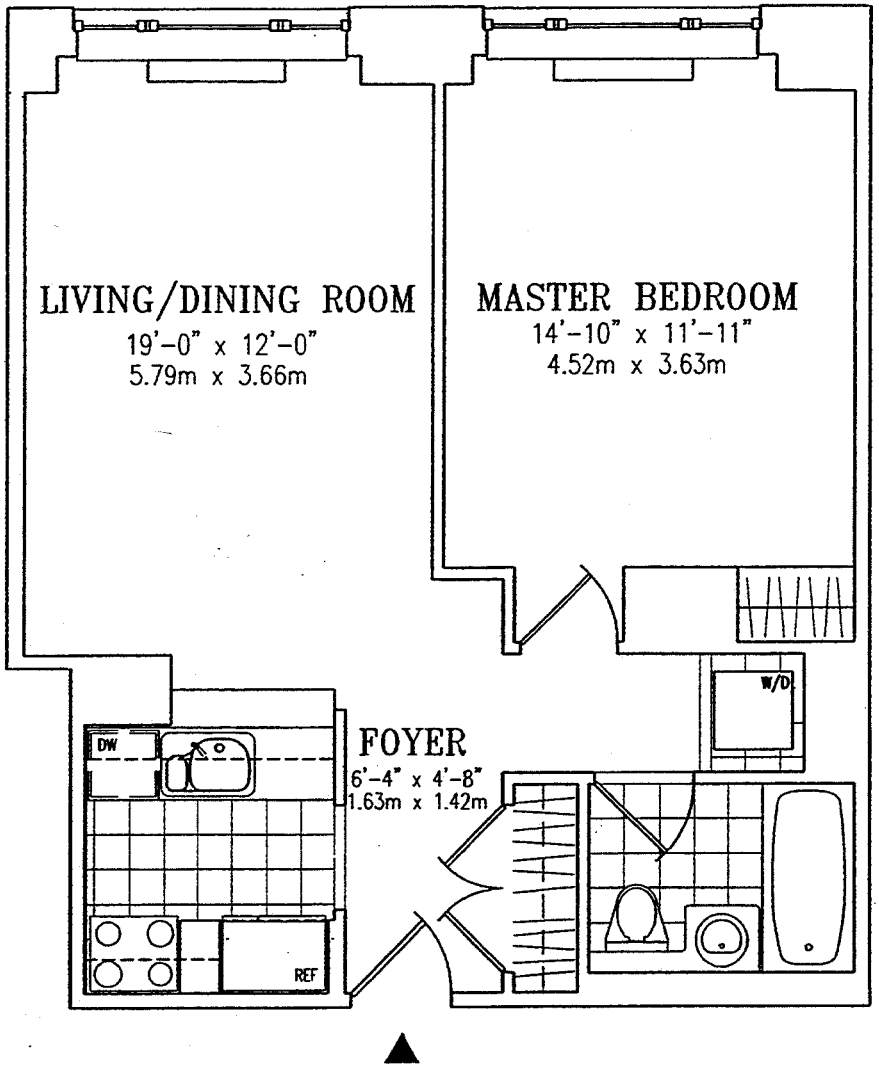
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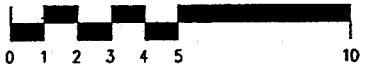
RESIDENCE P

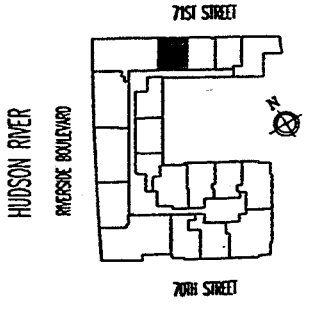
1 BEDROOM
1 BATH

FLOOR: 8TH

220 RIVERSIDE BOULEVARD







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B7A

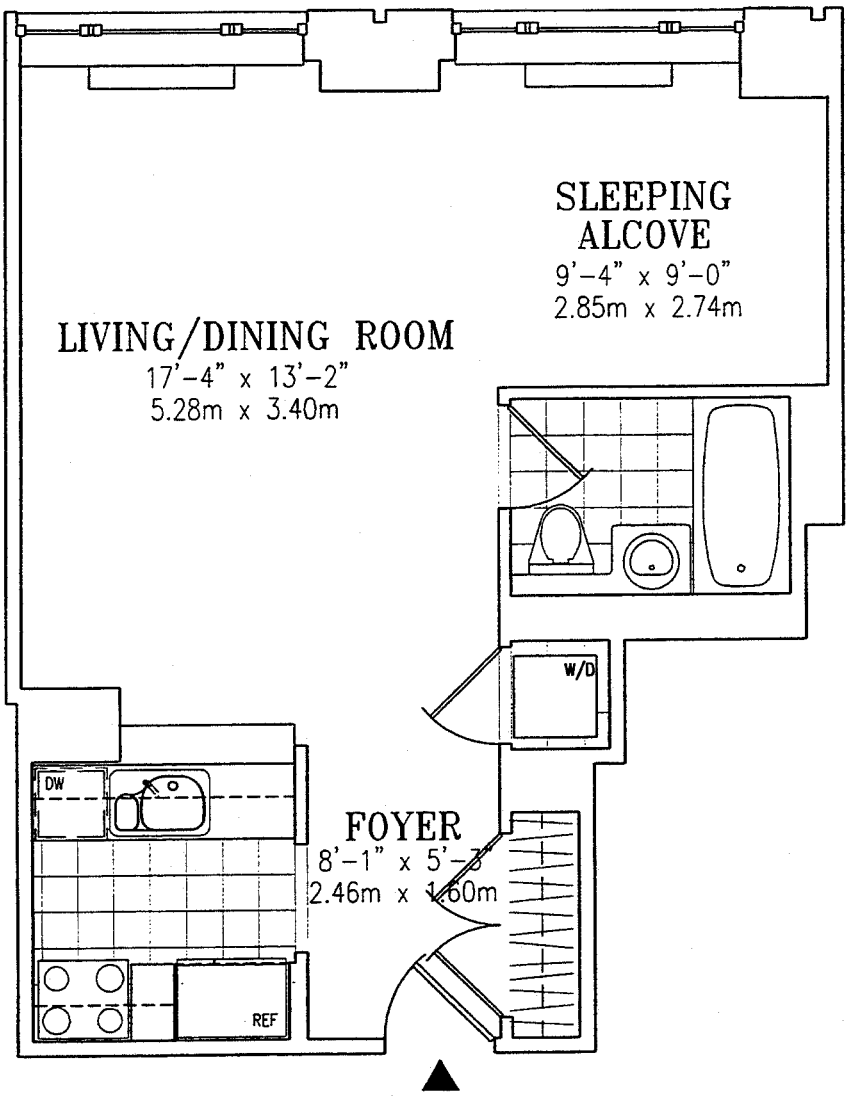
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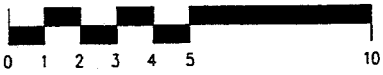
RESIDENCE P

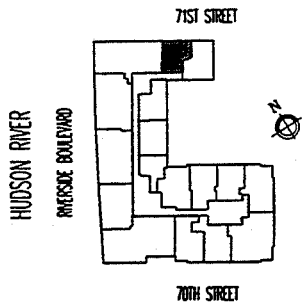
STUDIO
1 BATH

FLOORS: 9TH THRU 15TH

220 RIVERSIDE BOULEVARD







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BB

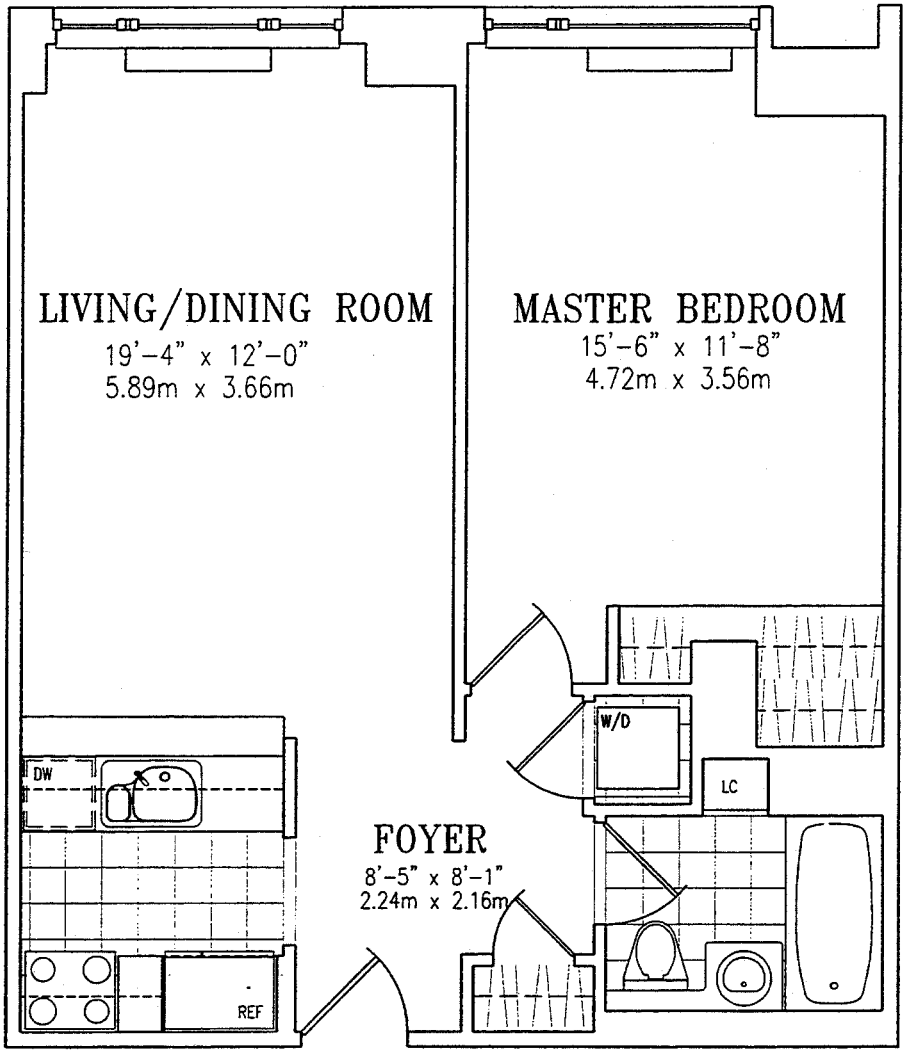
2000-10-27 244

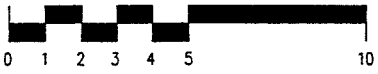
RESIDENCE R

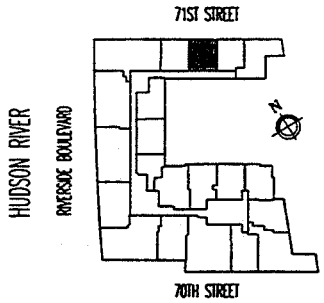
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







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89

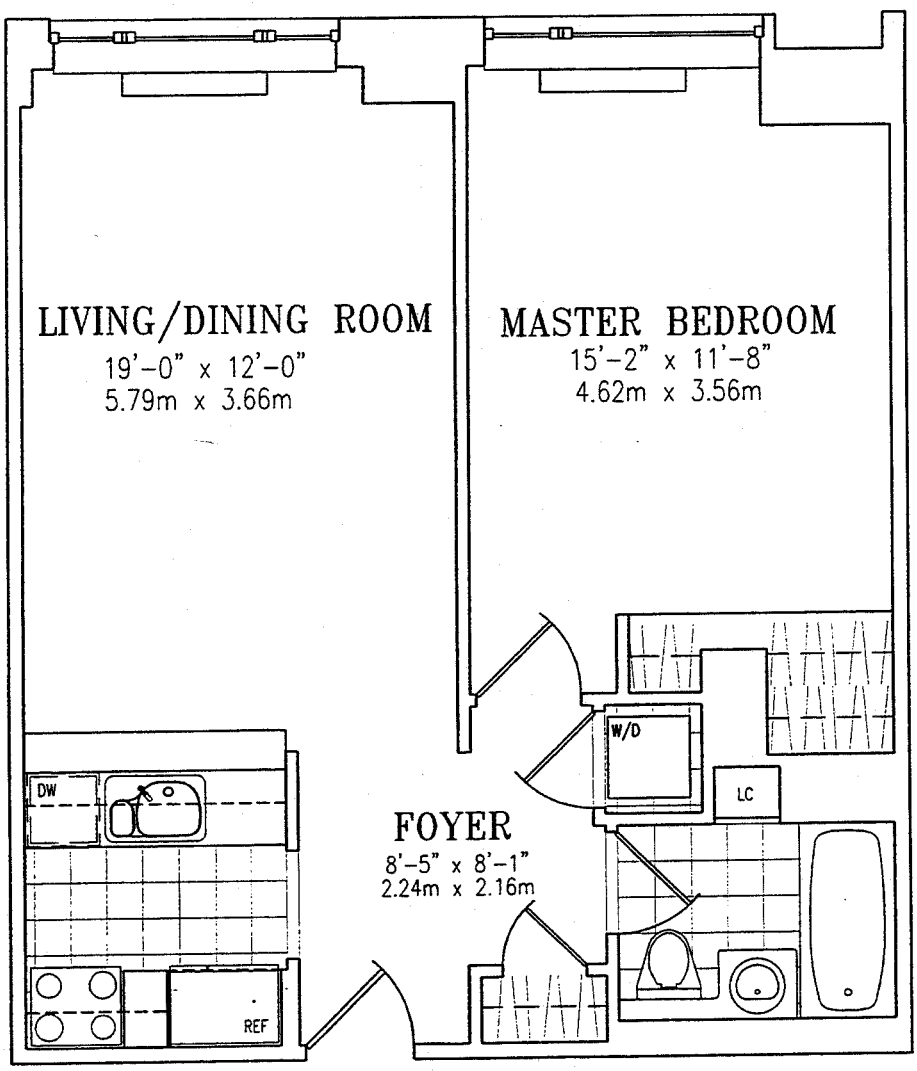
2000-10-27 244

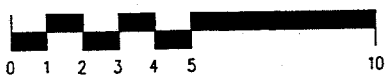
RESIDENCE R

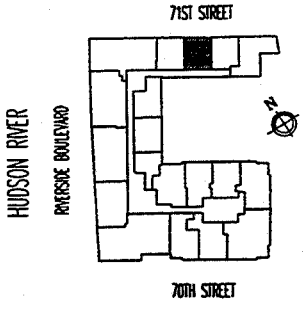
1 BEDROOM
1 BATH

FLOORS: 6TH THRU 8TH

220 RIVERSIDE BOULEVARD







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90

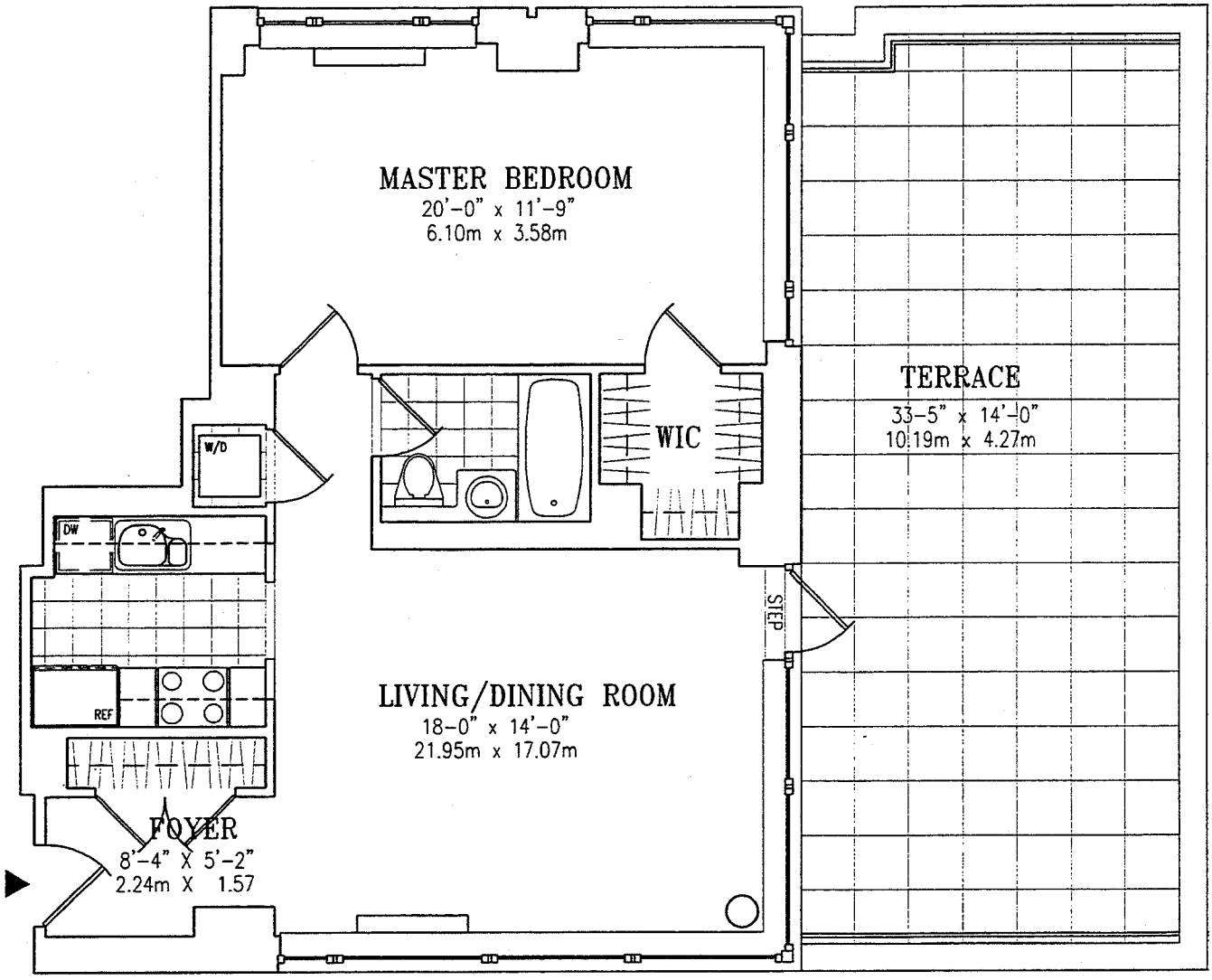
2000-10-27 244

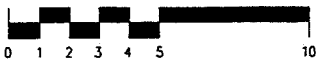
RESIDENCE R

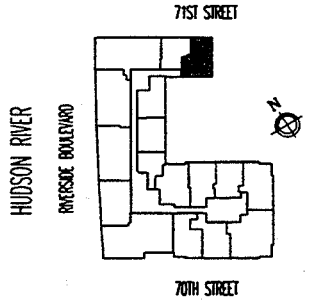
1 BEDROOM
1 BATH
TERRACE

FLOOR: 9TH

220 RIVERSIDE BOULEVARD







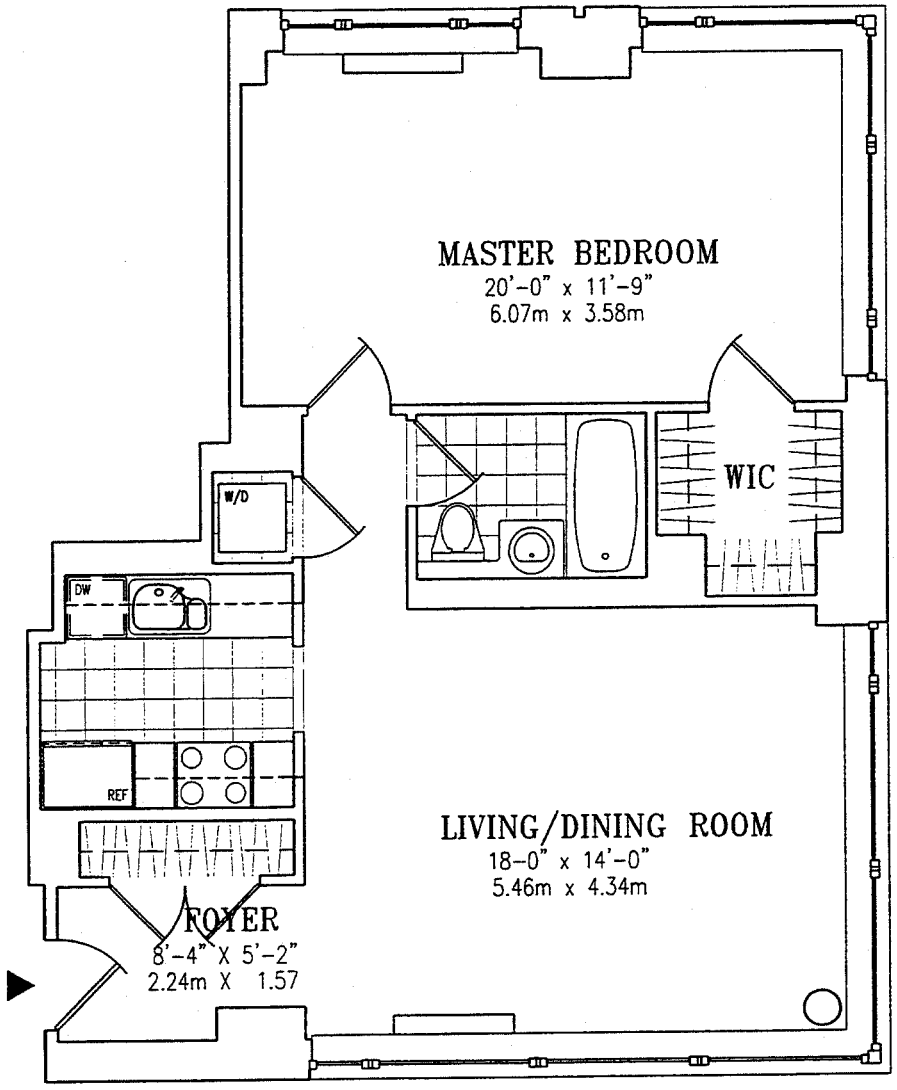
All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

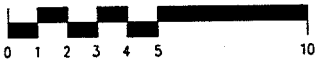
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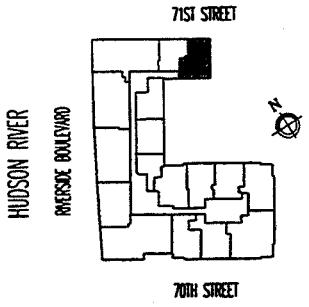
1 BEDROOM
1 BATH

FLOORS: 10TH THRU 15TH

220 RIVERSIDE BOULEVARD







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92

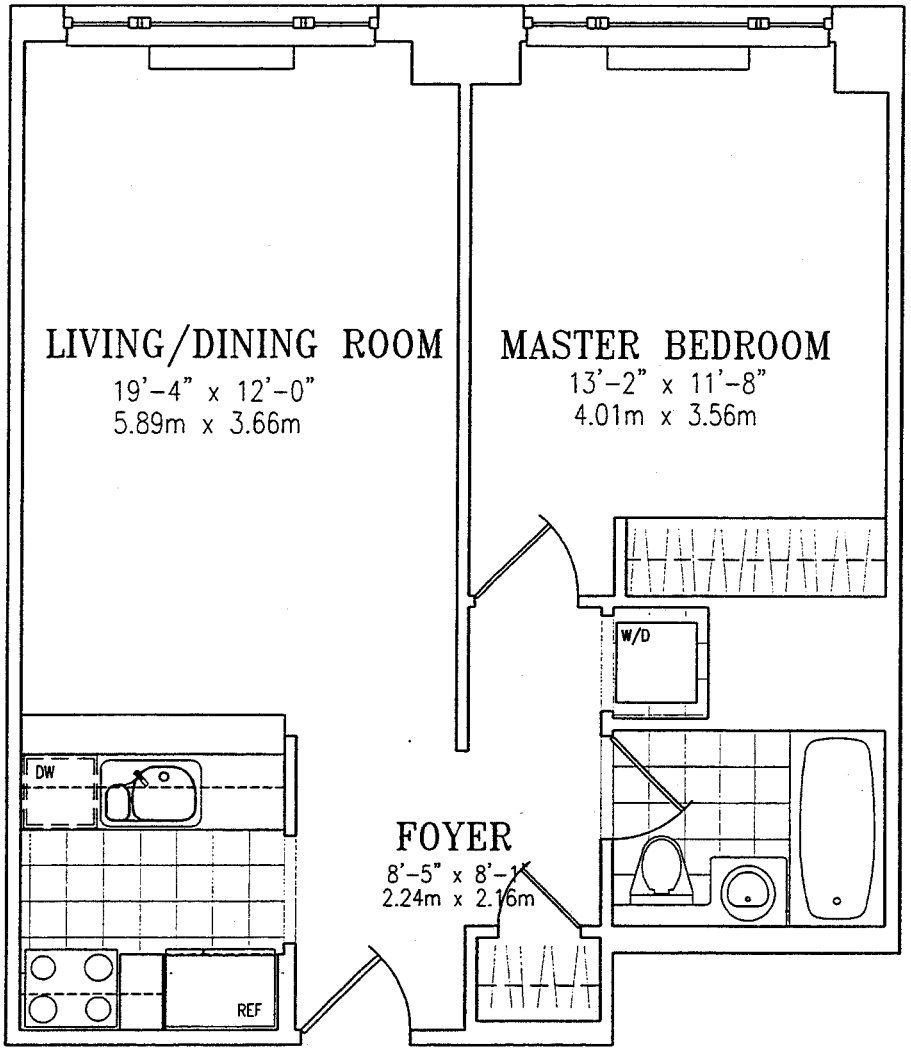
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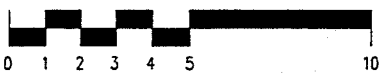
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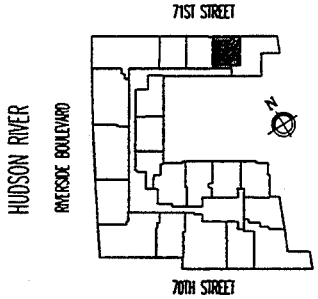
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD







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93

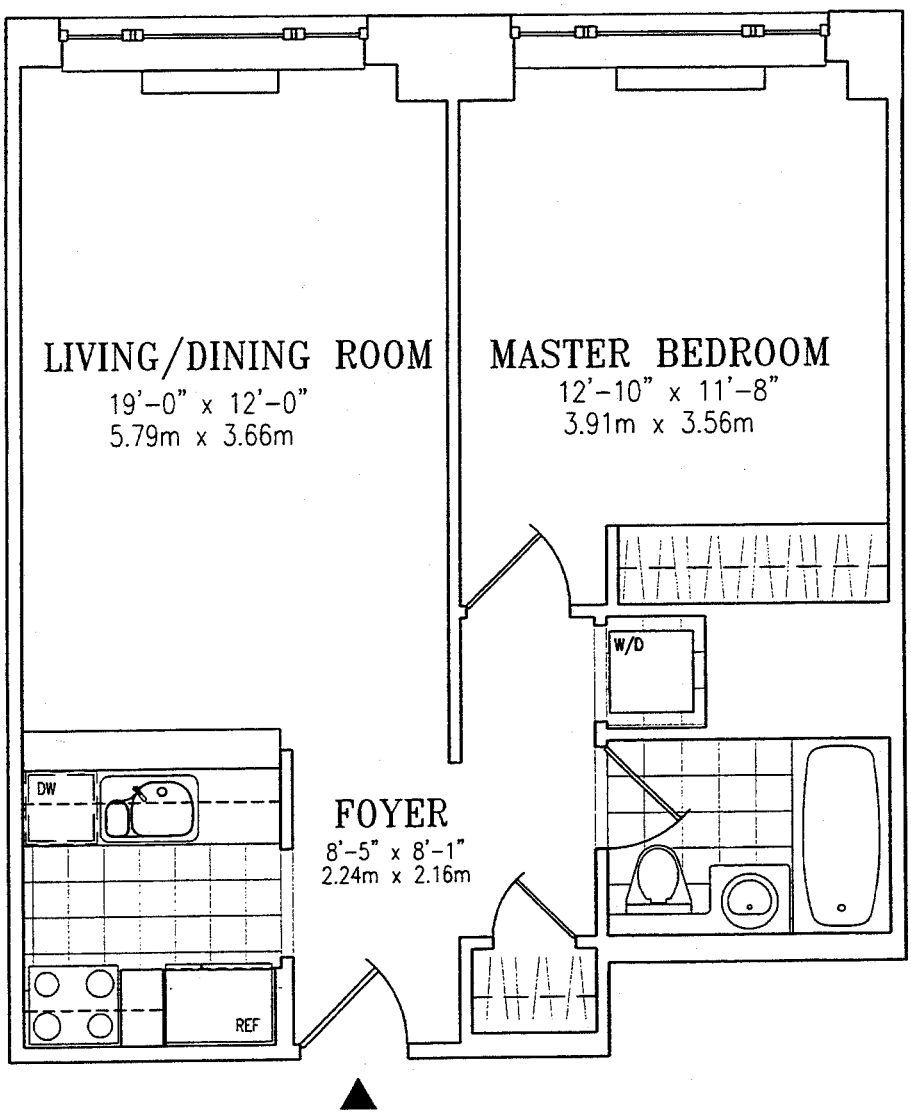
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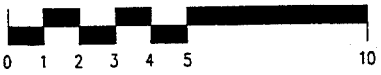
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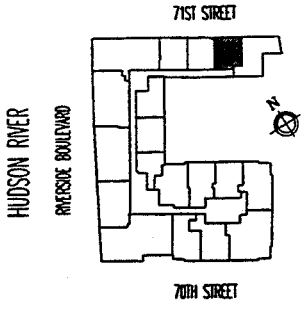
1 BEDROOM
1 BATH

FLOORS: 6TH THRU 8TH

220 RIVERSIDE BOULEVARD







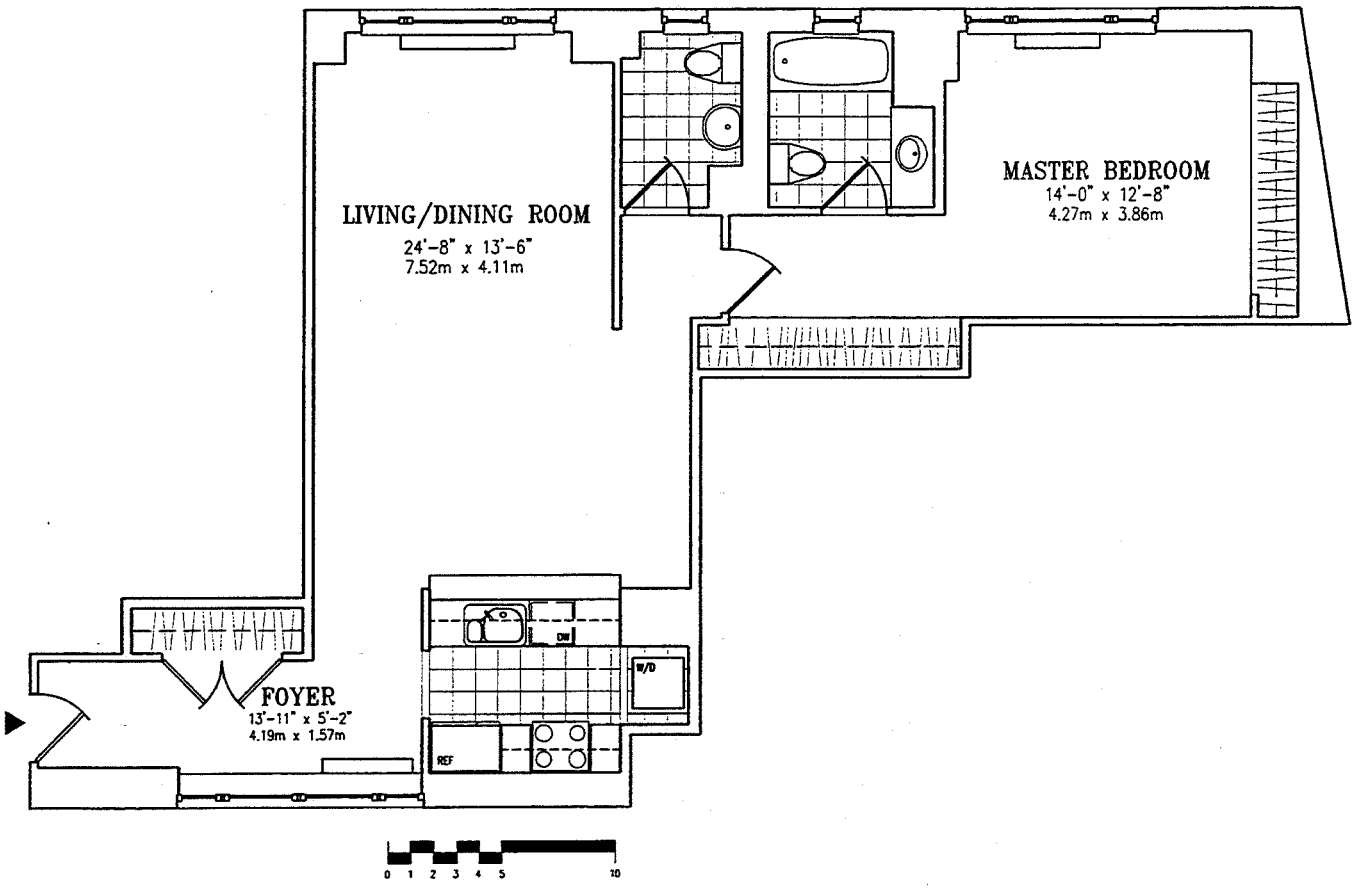
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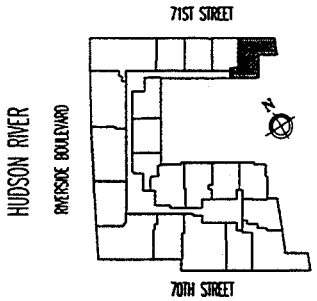
RESIDENCE T

1 BEDROOM
1 1/2 BATHS

FLOORS: 3RD THRU 5TH

220 RIVERSIDE BOULEVARD





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95

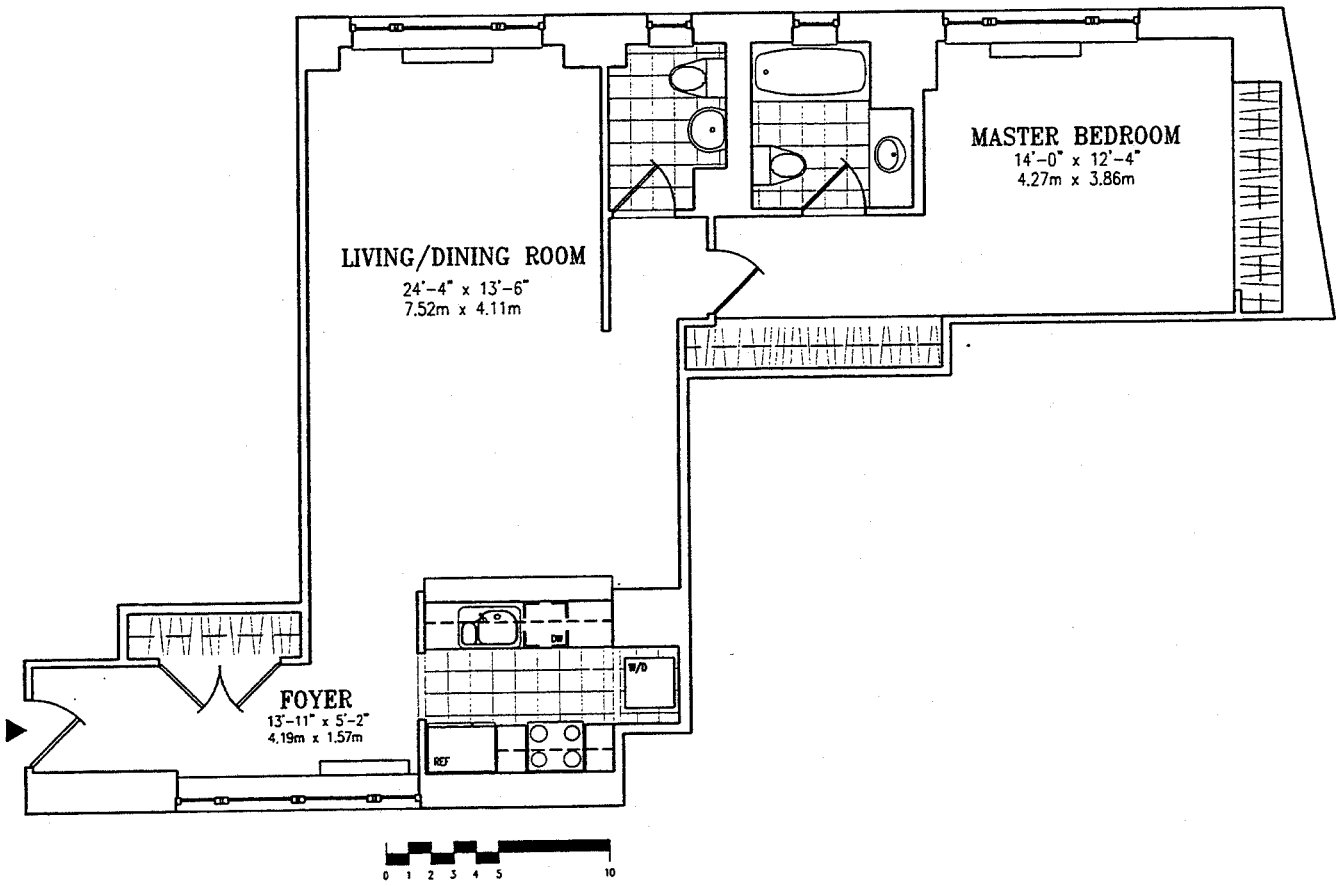
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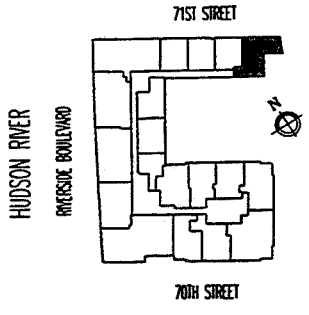
RESIDENCE T

1 BEDROOM
1 1/2 BATHS

FLOORS: 6TH THRU 8TH

220 RIVERSIDE BOULEVARD





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96

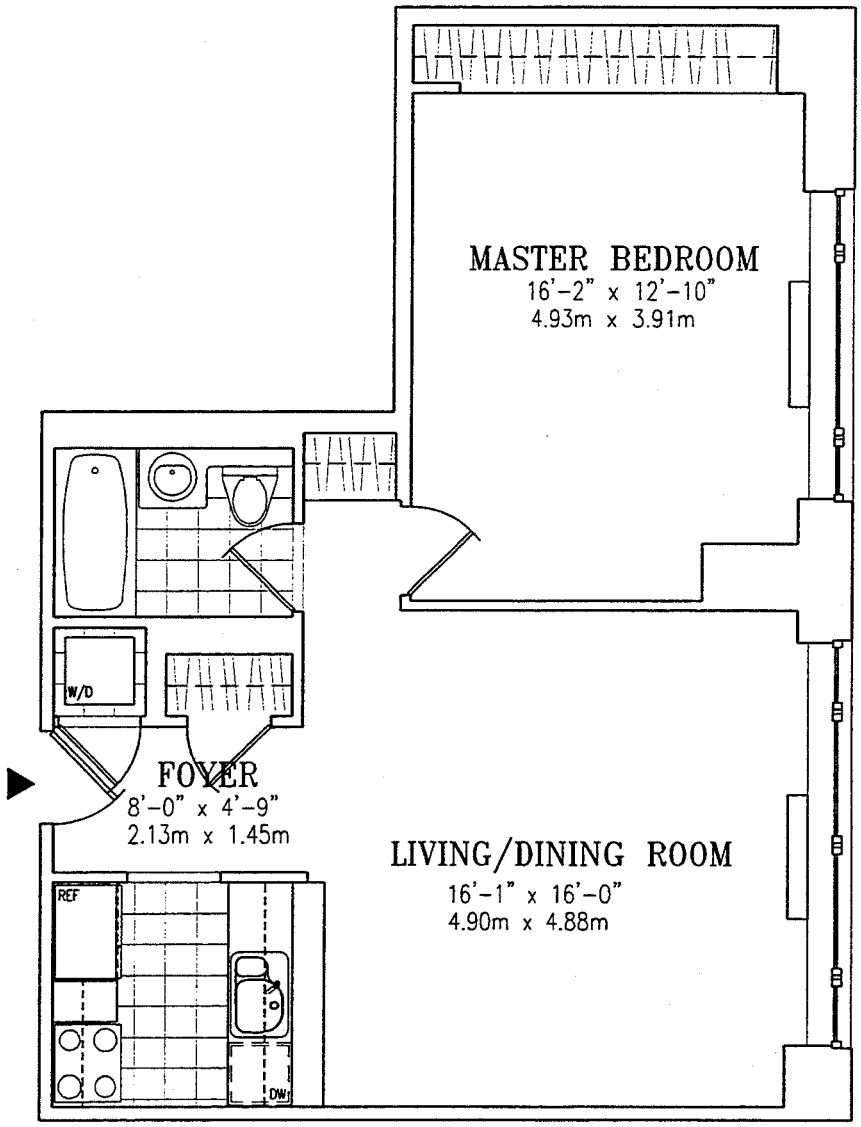
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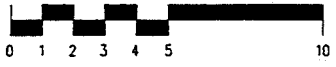
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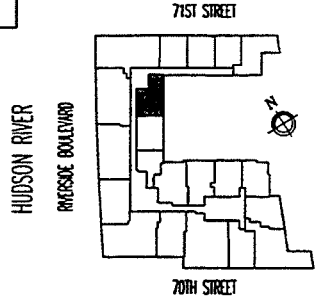
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 15TH

220 RIVERSIDE BOULEVARD







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97

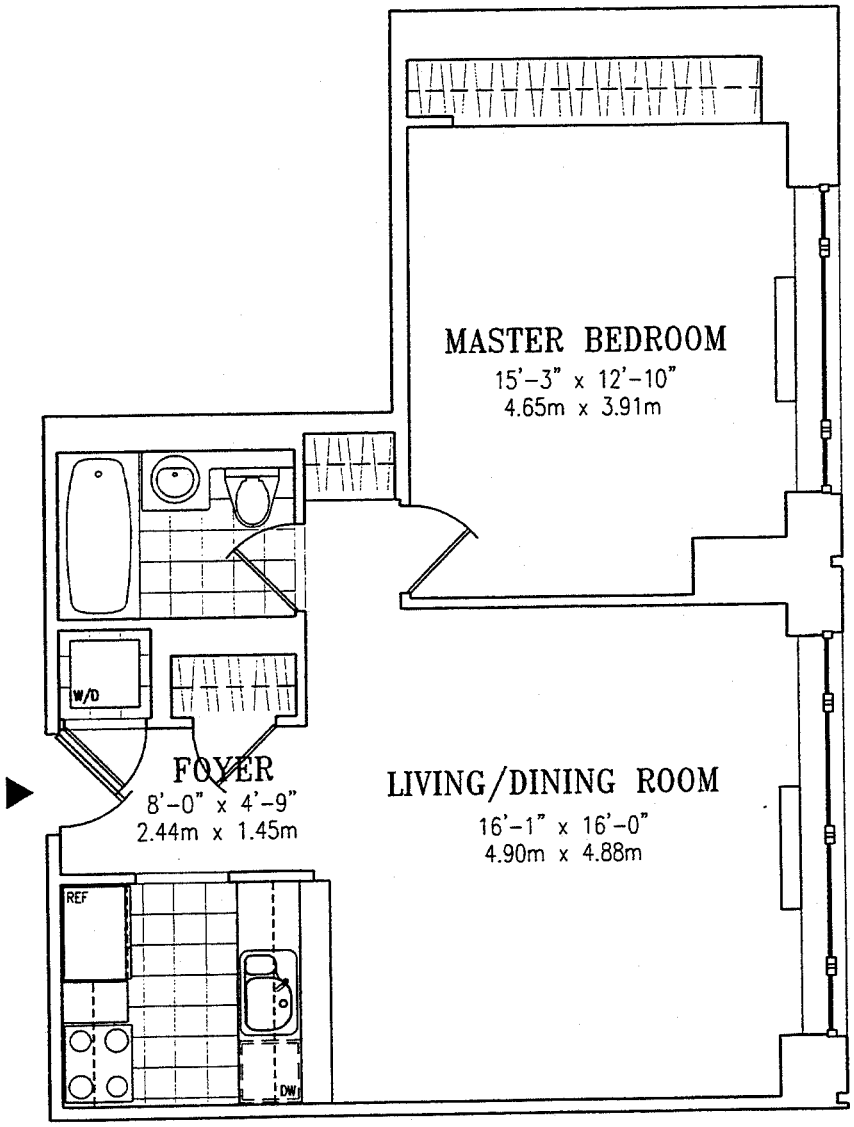
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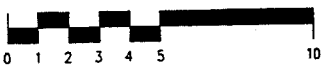
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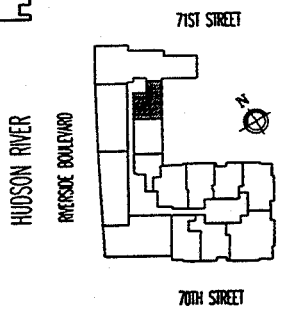
1 BEDROOM
1 BATH

FLOORS: 16TH THRU 20TH

220 RIVERSIDE BOULEVARD







All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

98

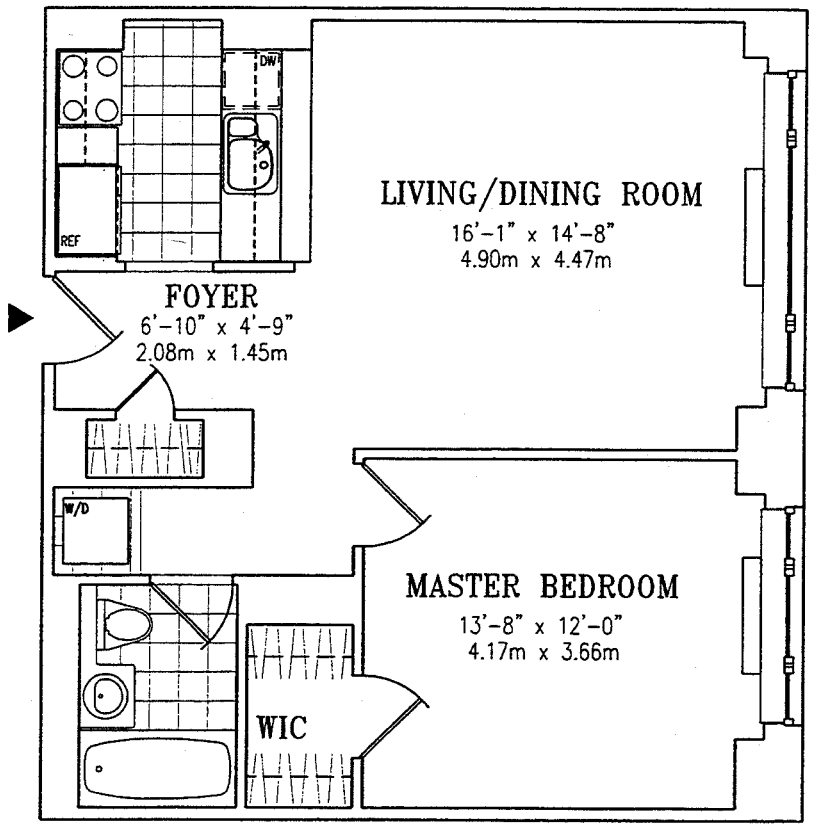
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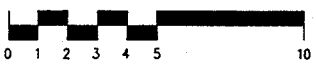
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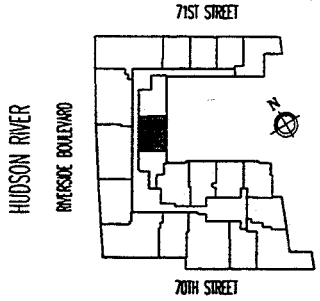
1 BEDROOM
1 BATH

FLOORS: 3RD THRU 20TH

220 RIVERSIDE BOULEVARD







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99

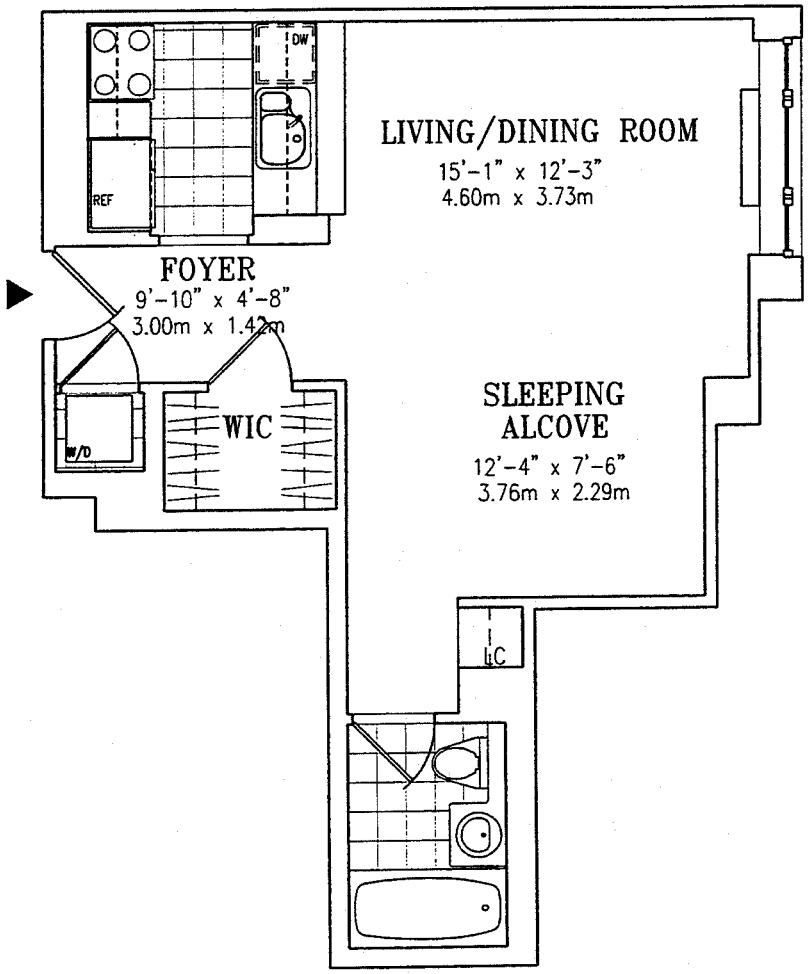
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RESIDENCE W

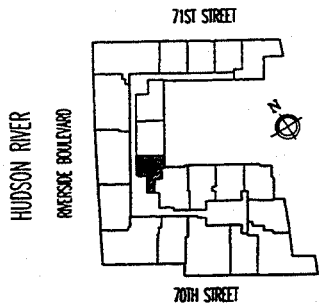
STUDIO
1 BATH

FLOORS: 3RD THRU 20TH

220 RIVERSIDE BOULEVARD





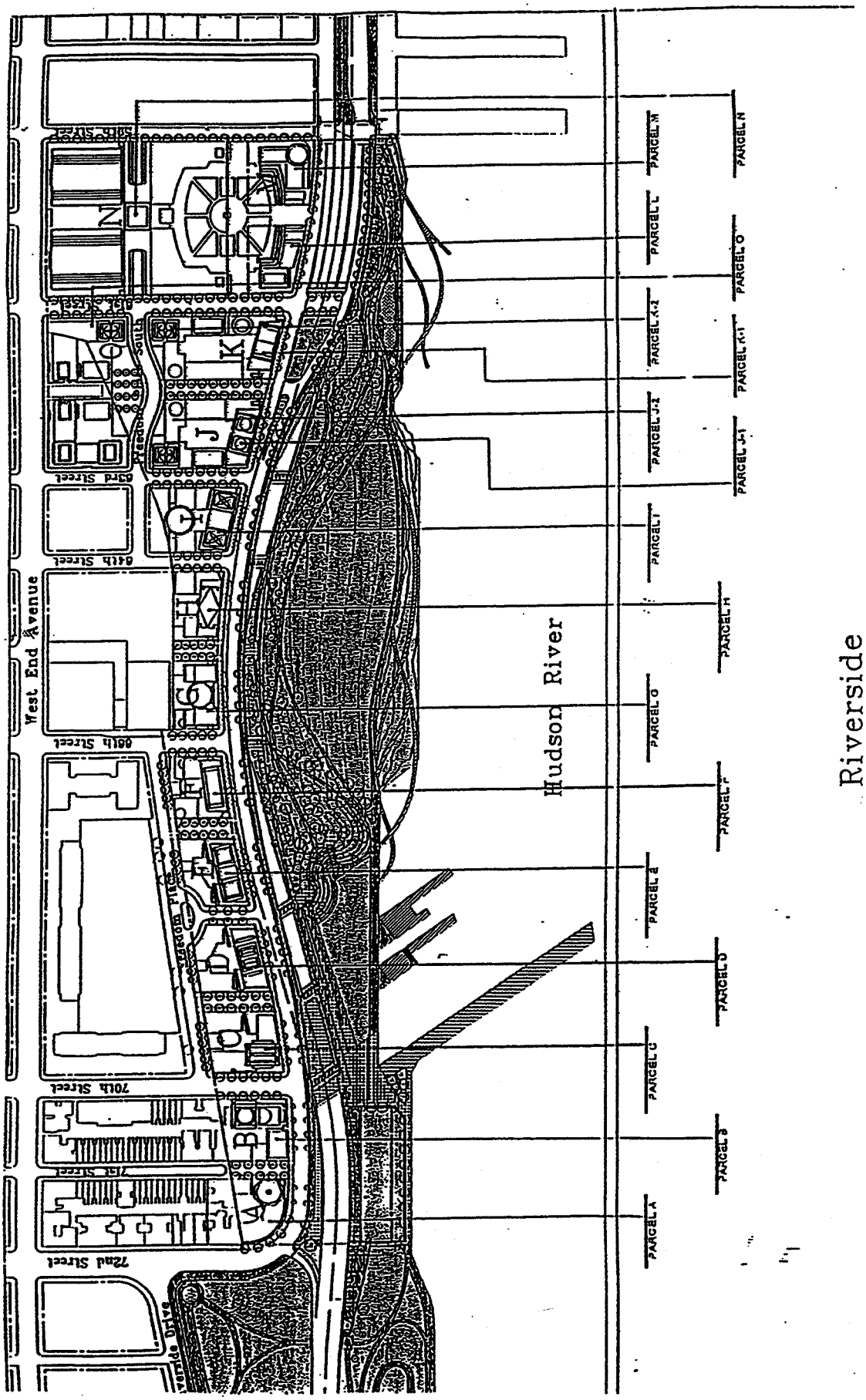


All dimensions are approximate and subject to normal construction variances and tolerances. Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

100

2000-10-27 244

3. SITE PLAN FOR TRUMP PLACE



4. FORM OF PURCHASE AGREEMENT

220 RIVERSIDE BOULEVARD
AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

AGREEMENT, dated _____, 200_, between HUDSON WATERFRONT COMPANY B, LLC, having an office at 175 Riverside Boulevard, New York, New York 10069 (hereinafter "**Sponsor**"), and_____, residing at/having an office at _____ _____ (hereinafter [, collectively,] "**Purchaser**").

Name(s) and manner in which title to the Unit will be taken (i.e., tenants-in-common, joint tenants with rights of survivorship, tenants by the entirety):_____

Purchaser Information

Purchaser's Daytime
Telephone No.: _____
Purchaser's Evening Phone No.: _____
Purchaser's Fax No.: _____
Purchaser's Social Security No.: _____

Attorney Information

Name:_____
Address:_____
_____
_____
Telephone:_____
Fax:_____

RESIDENTIAL UNIT PURCHASE PRICE $_____

STORAGE UNIT PURCHASE PRICE $_____

AGGREGATE TOTAL PURCHASE PRICE $_____

DOWN PAYMENT (10% OF AGGREGATE TOTAL PURCHASE PRICE) $_____

BALANCE DUE AT CLOSING $_____

RESIDENTIAL UNIT NO. _____ COMMON INTEREST _____ %

STORAGE UNIT NO. _____ COMMON INTEREST _____ %

1. **Receipt of Documents.**

a. Purchaser represents that Purchaser received a copy of the Offering Plan for 220 Riverside Boulevard at Trump Place, 220 Riverside Boulevard, New York, New York 10069 (the **"Condominium"**) and any and all filed amendments thereto (collectively, the **"Plan"** or **"Offering Plan"**), at least three (3) business days prior to signing this Agreement and has read said Offering Plan.

b. If Purchaser executed this Agreement without having the opportunity to review the Offering Plan for three (3) business days before signing, Purchaser shall have the right to rescind this Agreement and receive back the down payment listed above within seven (7) days after the execution of this Agreement, provided written notice of rescission is personally delivered to Sponsor or to The Marketing Directors, Inc. (**"Selling Agent"**) by the end of the seventh calendar day after the execution of this Agreement by Purchaser or is mailed to Selling Agent at the Sales Office and postmarked within the seven (7) day period.

c. Purchaser understands that Purchaser and Sponsor are treating the entire content of the Plan and any filed amendments thereto as if it were included in this Agreement.

2. **Agreement to Purchase.**

a. Purchaser agrees to purchase from Sponsor, the Unit(s) listed above together with its/their appurtenant undivided Common Interest (collectively, the **"Unit"**), for the Aggregate Total Purchase Price shown above. Purchaser hereby is delivering to Selling Agent Purchaser's check drawn on a New York bank for the down payment amount shown above (the **"Down Payment"**), made payable to "RSPA&B, as Escrow Agent," and when Sponsor signs this Agreement Sponsor will be acknowledging receipt of Purchaser's check, subject to collection.

b. All sums paid on account of this Agreement and the reasonable expense of the examination of title to the Unit actually incurred by Purchaser, will become liens thereon, but such liens shall not continue after an uncured default by Purchaser under this Agreement.

3. **Agreement to Be Bound by the Condominium Documents.**

a. Purchaser agrees to be bound by the Offering Plan, as same may be amended from time to time, and the Declaration together with the schedules attached thereto as same may be amended from time to time (the Declaration and schedules collectively, the **"Condominium Instruments"**), all of which are incorporated by reference and made a part of this Agreement with the same force and effect as if set forth in full herein.

b. Purchaser understands that one of the provisions of the Condominium Instruments to which Purchaser will be bound is that Purchaser may not sell or lease the Unit without prior notice to the Condominium Board and the Board's waiver of the Board's right of first refusal.

c. Purchaser understands and agrees that Purchaser may not retain Purchaser's own contractor to do work in or on the Unit until Purchaser owns the Unit, Purchaser may not enter the Unit until notified by Sponsor to inspect the Unit as set forth in ¶ 13 of this Agreement, and Purchaser may not permit Purchaser's architect or interior decorator to enter the Unit to do work therein before Purchaser owns the Unit. Purchaser also understands that once Purchaser owns the Unit, Purchaser may not make any alterations in the Unit unless and until Purchaser's proposed alteration plans have been reviewed and approved by the Board of Managers, in accordance with the procedures set out in the By-laws of the Condominium.

4. **Representations, Obligations and Rights.**

a. Sponsor represents that prior to the First Unit Closing Sponsor will record or cause to be recorded the Declaration and all exhibits thereto, which will be substantially in the form and substance of such documents contained in the Plan. Sponsor agrees that any changes to such documents will not substantially adversely affect Purchaser; if they will substantially adversely affect Purchaser, Purchaser will be given an opportunity to rescind this Agreement, pursuant to a filed amendment to the Plan.

b. In the event the Unit is substantially completed and a temporary or permanent certificate of occupancy covering the Unit is issued, Purchaser shall be obligated to close title to the Unit once Sponsor notifies Purchaser that Sponsor has declared the plan effective (as described in the Offering Plan), and recorded the Declaration. If Purchaser has inspected the Unit as described in ¶ 13 of this Agreement and has noted certain punch-list items which Sponsor has agreed to attend to, Purchaser shall still be obligated to close if there is a temporary or permanent certificate of occupancy covering the Unit. Unfinished items specified on an Inspection Statement the form of which is included in Part II of the Plan, will be completed by Sponsor within a reasonable period of time following the closing of title to the Unit, weather permitting, subject to force majeure delays and subject to Purchaser's provision of access to the Unit to Sponsor and/or Sponsor's contractors and/or agents, as set forth in the Inspection Statement.

c. Purchaser understands Sponsor reserves the right to make changes or substitutions of materials or construction for items in the Unit or in the Common Elements, from those set forth in the Plans and Specifications, as described in the Offering Plan.

5. **Closing of Title.**

a. Sponsor will notify Purchaser in writing at least 30 days in advance of closing to tell Purchaser the date, time and place of closing. Said date shall be referred to herein as the "**Original Scheduled Closing Date.**" Purchaser may close earlier than the Original Scheduled Closing Date at a date and time mutually agreeable to Sponsor and Purchaser. Sponsor's written notice to close will not state a date sooner than 10 days after an amendment to the Plan declaring the Plan effective has been accepted for filing by the Attorney General. Sponsor will be entitled, at no expense or liability to Sponsor, to reasonable adjournments in the closing of title in the event of delay because of weather conditions, strikes or materials shortages, delays in inspections and reports thereon, delays in processing of required documents by applicable governmental agencies, or due to any other reasons whatsoever.

b. If Purchaser is not ready to close title on the Original Scheduled Closing Date, any adjournment granted by Sponsor at Purchaser's request will be, at Sponsor's discretion, upon the conditions that (i) all adjustments shall be made as of the Original Scheduled Closing Date, and (ii) at closing, Purchaser shall pay Sponsor, by unendorsed personal certified check or bank check drawn on a bank that is a member of the New York Clearinghouse Association, an amount derived by (A) multiplying the Total Purchase Price for the Unit by 14%, (B) dividing that product by 365, and (C) multiplying the resulting amount by the number of days that the closing is delayed (beginning with the Original Scheduled Closing Date and ending with the actual closing date). The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the Original Scheduled Closing Date. However, the provisions shall apply to any postponements by Purchaser, of an agreed-upon adjourned closing date.

c. PURCHASER UNDERSTANDS THAT IF PURCHASER REQUESTS MORE THAN ONE ADJOURNMENT OF THE ORIGINAL SCHEDULED CLOSING DATE OR IF PURCHASER REQUESTS AN ADJOURNMENT OF THE ORIGINAL SCHEDULED CLOSING DATE IN EXCESS OF THIRTY

(30) DAYS, SPONSOR SHALL HAVE THE RIGHT TO REQUIRE THAT AS A CONDITION OF THE ADJOURNMENT PURCHASER MUST DEPOSIT AN ADDITIONAL PAYMENT IN AN AMOUNT DETERMINED BY SPONSOR IN ITS SOLE DISCRETION, ON ACCOUNT OF THE PURCHASE PRICE, INTO ESCROW WITH THE ESCROW AGENT, WHICH ADDITIONAL PAYMENT, IF MADE, SHALL BE DEEMED PART OF THE DOWN PAYMENT. SPONSOR ALSO SHALL HAVE THE RIGHT UNILATERALLY TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OBLIGATION TO CLOSE ON ANY RESCHEDULED CLOSING DATE TO WHICH SPONSOR CONSENTS. A TIME OF THE ESSENCE OBLIGATION MEANS THAT IF PURCHASER FAILS TO CLOSE ON THE RESCHEDULED CLOSING DATE FOR ANY REASON WHATSOEVER, SPONSOR HAS THE RIGHT TO TERMINATE THIS PURCHASE AGREEMENT AND RETAIN PURCHASER'S DOWN PAYMENT TOGETHER WITH ANY INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE SPONSOR TO GRANT ANY ADJOURNMENT.

d. At the closing, Sponsor will deliver any certificates and warranties delivered to Sponsor and transferable to Purchaser for appliances in Purchaser's Unit, and other warranties Sponsor has undertaken to deliver under the Plan, if any.

e. The existence of unpaid taxes of any kind at the time of title closing shall not constitute an objection to title, provided Sponsor shall deposit a sufficient amount with Purchaser's title company so that the title company is willing to insure against collection of unpaid taxes from the Unit. Sponsor and Purchaser agree that Sponsor will discharge any liens upon the Unit (or will deposit sufficient security with Purchaser's title company so that the title company is willing to omit the lien as an exception to Purchaser's title insurance coverage) prior to or simultaneously with the closing, and that Sponsor may pay and discharge any such liens upon the Unit (or secure Purchaser's title company as described above) , out of the monies to be paid by Purchaser at the time of closing.

f. If title to the Unit is to be conveyed by Sponsor to a corporation, a partnership, a limited liability company, a trust, an estate, an unincorporated association, an organization, a syndicate, a joint venture, a government (or any mission, department or agency thereof), or any other entity, Purchaser shall provide Sponsor with documents evidencing the formation of the entity purchasing the Unit, together with a resolution, consent or other indication of authority, authorizing (i) the purchase of the Unit, (ii) the execution of the documents required to be signed by Purchaser in connection with the conveyance of the Unit, and (iii) the use of Purchaser's funds to pay the purchase price and closing costs. Notwithstanding the foregoing, before any such conveyance to a government or any mission, department or agency thereof shall be valid and effective, Purchaser shall enter into an agreement with the Board of Managers, on terms reasonably acceptable to the Board and its counsel, in which Purchaser (i) agrees to a specified arrangement for service of process, (ii) waives, with respect to the Unit Owner and any occupants of the Unit, any claim of sovereign immunity (and diplomatic and consular immunity, if applicable), with regard to any proceedings brought by the Board of Managers or the Residential Committee or Non-Residential Representative, as applicable, and (iii) permits execution and enforcement of any judgment obtained by the Board of Managers or any of its committees, all as more fully described in the By-laws.

6. **Delivery of Deed; Payment of Taxes and Fees.**

a. On the closing date Sponsor will deliver or cause to be delivered a deed in proper statutory form for recording known as a bargain and sale deed with covenant against grantor's acts which shall be duly executed and acknowledged by Sponsor as grantor and which Purchaser must sign as grantee. If Purchaser is buying a Storage Unit as well as a Residential Unit, a separate deed will be given by Sponsor for each

Unit. Each deed shall contain a description of the Unit being conveyed and shall be acceptable and/or approved so as to validly convey title under the Condominium Act.

b. When Purchaser is given a deed(s) for the Unit(s), Purchaser will give Sponsor, or anyone Sponsor designates, Purchaser's unendorsed personal certified check or official bank check, for the Balance Due at Closing as shown above, drawn on a New York bank to the order of Sponsor, or to any other person(s) or entity(ies) Sponsor directs.

c. Purchaser shall pay the New York State Real Estate Transfer Tax (i.e., the deed documentary stamps), and the New York City Real Property Transfer Tax and any and all administrative filing fees imposed by New York City or New York State in connection with filing the tax returns for such Transfer Taxes due upon conveyance of each deed, all as fully described in the Plan. In addition, Purchaser shall pay the "Mansion Tax" if the Aggregate Total Purchase Price (i.e., the price for the Residential Unit and any Storage Unit being purchased), plus the aggregate New York State Real Estate Transfer Tax and New York City Real Property Transfer Tax on the Residential Unit and any Storage Unit being purchased, is $1,000,000 or more, also as fully described in the Plan. Purchaser shall also pay any other transfer taxes imposed by statute on purchasers of real property, and all recording fees in connection with this transaction, including but not limited to any fees necessary to record releases or satisfactions of liens affecting the Unit which Sponsor is obligated to discharge at or prior to closing.

d. Purchaser agrees to accept a good and insurable title free and clear of all liens and encumbrances, except the Permitted Encumbrances described in the Offering Plan, as Commonwealth Land Title Insurance Company will approve and insure for mortgage and/or fee title insurance. Fee title insurance, if ordered by Purchaser, shall be purchased at Purchaser's own cost and expense. If Purchaser elects to obtain title insurance through an abstract company (regardless of the title company through which the abstract company is insuring), or through a title company other than Commonwealth Land Title Insurance Company or First American Title Insurance Company of New York, Purchaser shall be obligated to pay Sponsor's counsel at closing an additional legal fee in the amount of $350 for the cost of clearing title to the Unit with such abstract company or other title company. When Sponsor gives Purchaser the deed(s) to Purchaser's Unit(s), Purchaser will deliver the deed(s) to the title company's title closer or to Purchaser's attorney (if Purchaser does not obtain title insurance), so that the deed(s) can be recorded in the Office of the City Register. Simultaneously with delivery of the deed(s), Purchaser must execute the power of attorney to the Board of Managers substantially in the form contained in the Plan, allowing the Board to take certain actions on Purchaser's behalf. The power of attorney must be recorded in the Office of the City Register as well.

e. At the closing hereunder, Purchaser shall pay Purchaser's Working Capital Fund contribution to the Condominium, in accordance with the terms of the Plan.

7. **Liability to Convey Title.**

a. Purchaser agrees that Sponsor may cancel this Agreement by forwarding Sponsor's check in the full amount paid by Purchaser together with interest earned thereon, if any, and together with a written termination notice, in the event that (i) any governmental bureau, department or subdivision thereof imposes restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions prevent Sponsor from obtaining such materials from Sponsor's regular suppliers or from using them in the construction and/or completion of the Units, or (ii) Sponsor is unable to obtain materials from Sponsor's usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, or the installation of public utilities is restricted or curtailed.

b. In the event Sponsor is unable to convey title to the Unit on or before thirty-six months after Purchaser has signed this Agreement except for force majeure delays and other delays due to circumstances and conditions beyond Sponsor's control, in which case the period shall be extended to forty-eight months, unless Purchaser defaults, Purchaser shall have the right to cancel this Agreement and to have the Down Payment made by Purchaser returned with interest, if any is earned thereon, and payable to Purchaser hereunder or under the Plan. Sponsor shall have a right to abandon the Plan, as described therein. If Sponsor exercises this right, Sponsor shall immediately return all payments made by Purchaser with interest, if any is earned thereon (subject to the interest forfeiture requirements of HSBC, if applicable, as described below) and payable to Purchaser hereunder or under the Plan, and thereupon, Sponsor and Purchaser shall have no further rights or obligations with respect to each other generally or under this Agreement, specifically.

c. Sponsor's liability under this Agreement for failure to complete and/or deliver title for any reason, other than Sponsor's willful default, shall be limited to the return of Purchaser's money paid hereunder, together with interest earned thereon, if any, subject to the interest forfeiture requirements of HSBC, if applicable, as described below. Upon the return of Purchaser's money, together with interest earned thereon, if any, subject to the interest forfeiture requirements of HSBC, if applicable, as described below, this Agreement shall be null and void and Purchaser and Sponsor will be released from any and all liability to each other. In any event, Sponsor shall not be required to bring any action or proceeding or otherwise incur any expense to render title to the Unit marketable or to cure any objection to title, except as may be set forth in the Plan.

d. If Sponsor or Purchaser delays or adjourns the closing, Sponsor shall in no event be liable for the costs, if any, Purchaser incurs as a result of the delay or adjournment, or for any other damages whatsoever.

8. **Closing Apportionments.** When Sponsor gives Purchaser the deed(s) to the Unit, Sponsor and Purchaser will apportion between themselves the real estate taxes and Common Charges for the Unit so that Sponsor pays those real estate taxes and Common Charges attributable to any time period prior to the midnight before Sponsor gives Purchaser the deed and Purchaser will pay the rest. The foregoing is subject to the Board's right to delay imposition of Common Charges for a period of time, as set forth in the By-laws.

9. **Down Payment To Be Held in Trust.**

a. All Down Payment monies and other monies received from Purchaser by Sponsor, Selling Agent or through Sponsor's agents or employees on account of the Purchase Price, will be delivered by Sponsor or its Selling Agent to Robinson Silverman Pearce Aronsohn & Berman LLP (**"Escrow Agent"**). Escrow Agent will deposit all such funds received from Purchaser in Purchaser's name in a sub-account of a master attorney trust account entitled "220 Riverside Boulevard Attorney Trust Account" (the **"Escrow Account"**), at HSBC Bank USA (**"HSBC"**), 666 Fifth Avenue, New York, New York (or at any other lending institution in which said law firm elects to maintain its escrow funds). ***Before Escrow Agent can deposit the funds in the sub-account, however, Escrow Agent must receive an original completed Form W-9 (or Form W-8, if applicable) executed by Purchaser (or, if Purchaser comprises more than one party, executed by one of the parties comprising Purchaser who has been designated in writing by all parties comprising Purchaser to serve as the recipient of interest earned on the Down Payment).***

b. If this Purchase Agreement is entered into ***and if the Down Payment funds and Form W-9 or Form W-8 as applicable (completed and executed as described above) are received by Escrow Agent on or before Friday July 27, 2001***, the sub-account into which Purchaser's Down Payment funds will be deposited will be a certificate of deposit account (a **"CD Sub-Account"**). The CD Sub-Account will mature

on July 31, 2002. Upon maturity of the CD Sub-Account, funds in the account automatically will be rolled over into a money market sub-account in Purchaser's name (a **"Money Market Sub-Account"**), having the same account number as the CD Sub-Account.

c. If this Purchase Agreement is entered into ***after Friday July 27, 2001 and/or if Escrow Agent receives the Down Payment funds and Form W-9 or Form W-8, as applicable (completed and executed as described above) after Friday July 27, 2001***, the Down Payment funds will be deposited directly into a Money Market Sub-Account and will not be deposited into a CD Sub-Account.

d. Purchaser is advised that if the Down Payment funds are deposited into a CD Sub-Account, HSBC's standard interest forfeiture requirements will apply if funds are withdrawn from the CD Sub-Account prior to the July 31, 2002 maturity date. Such requirements could apply, for instance, if Purchaser's funds are in a CD Sub-Account, Purchaser is entitled to rescind this Purchase Agreement, and Purchaser exercises such right prior to July 31, 2002.

e. The Down Payment funds will be held in escrow until the earlier of (i) Purchaser's closing under this Purchase Agreement (in which event they will be paid to Sponsor or anyone Sponsor directs), (ii) Purchaser's permitted rescission of this Purchase Agreement (in which event they will be paid to Purchaser), (iii) Sponsor's termination of this Purchase Agreement following Purchaser's continuing default under this Purchase Agreement after delivery to Purchaser by Sponsor of a notice of default and expiration of the applicable cure period in accordance with the Plan and this Purchase Agreement (in which event they will be paid to Sponsor), (iv) otherwise directed in a writing signed by Sponsor and Purchaser directing disposition of the funds, (v) otherwise directed by a determination of the Attorney General directing the disposition of such funds pursuant to the dispute resolution procedures contained in the Attorney General's regulations, (vi) otherwise directed by a judgment or order of a court of competent jurisdiction directing the disposition of such funds, (vii) Escrow Agent is changed in connection with a transfer of funds to a new escrow agent, or (viii) Sponsor's abandonment of the Plan (in which event they will be paid to Purchaser), all in accordance with the provisions contained in Part I, Section I of the Plan entitled "Procedure to Purchase."

f. Any interest earned on the Down Payment will be paid to Purchaser at or following closing. Upon Purchaser's permitted rescission or upon termination of this Purchase Agreement, interest earned on the Down Payment shall be paid as Sponsor and/or Sponsor and Purchaser, as applicable, direct, subject to the interest forfeiture requirements of HSBC, if applicable. Upon Sponsor's abandonment of the Plan, interest shall be returned to Purchaser with the Down Payment, subject to HSBC's interest forfeiture requirements, if applicable. If the Down Payment funds are paid to Sponsor as liquidated damages, interest earned thereon will be paid to Sponsor as part of the liquidated damages payment. The monies held by Robinson Silverman Pearce Aronsohn & Berman LLP, Escrow Agent will be held and disbursed in accordance with the provisions of General Business Law Sections 352(h) and 352-e(2-b), as more fully described in the Plan. The signature of a partner at Robinson Silverman Pearce Aronsohn & Berman LLP will be necessary to release funds from the Escrow Account.

10. **Sponsor's Rights If Purchaser Fails to Keep Promises and Agreements.**

a. If Purchaser fails to pay the Balance Due at Closing on the Original Scheduled Closing Date or any permitted adjournment thereof, or if when Sponsor tenders Purchaser the deed(s) to the Unit, Purchaser does not then sign any of the documents referred to in the Plan which Purchaser is required to sign, or if Purchaser violates, repudiates or fails to perform any of the terms of this Agreement or fails to keep any other promise contained in this Agreement, Purchaser shall be in default hereunder, and Sponsor shall be

entitled to terminate this Agreement or at Sponsor's discretion, to bring legal action against Purchaser to specifically perform this Agreement.

b. Before Sponsor may terminate this Agreement and keep Purchaser's Down Payment, Sponsor must first send Purchaser a notice by registered or certified mail, return receipt requested, stating that Sponsor intends to cancel this Agreement, specifying the reasons Purchaser is in default, and granting Purchaser a period of at least ten (10) business days to cure said default(s). SPONSOR RESERVES THE RIGHT TO MAKE TIME OF THE ESSENCE WITH RESPECT TO PURCHASER'S OPPORTUNITY TO CURE PURCHASER'S DEFAULT WITHIN THE SPECIFIED CURE PERIOD. AFTER THE SPECIFIED CURE PERIOD EXPIRES, IF PURCHASER'S DEFAULT REMAINS UNCURED, SPONSOR MAY TERMINATE THIS AGREEMENT, RETAIN PURCHASER'S DOWN PAYMENT TOGETHER WITH ANY INTEREST EARNED THEREON, AS LIQUIDATED DAMAGES, AND SELL THE UNIT TO ANOTHER PURCHASER AS IF THIS AGREEMENT HAD NEVER BEEN MADE. Once this Purchase Agreement is terminated and the Down Payment is retained by Sponsor as liquidated damages, neither Sponsor nor Purchaser will have any further obligations to each other generally or under this Agreement specifically.

11. **Agreement Subject to Sponsor Declaring the Plan Effective.** This Agreement is contingent upon Sponsor declaring the Plan effective. Sponsor has the right to abandon the Plan at any time before Sponsor declares the Plan effective or before Sponsor has received and accepted Purchase Agreements for 80% of the Residential Units offered under the Plan. If the Plan is abandoned for any reason, Purchaser will, within ten (10) business days thereafter, receive a refund in full of Purchaser's Down Payment and the interest earned thereon, if Purchaser is entitled to the interest hereunder or under the Plan, subject to HSBC's interest forfeiture requirements, if applicable. After Purchaser receives such refund, neither Sponsor nor Purchaser will have any claim against the other and neither party will have any further obligation under this Agreement.

12. **Notices.** Any notice (including a letter, request, consent or other communication) which either party wants to give to the other concerning items relating to the purchase and closing of title to the Unit, must be in writing and must be sent by registered or certified mail, return receipt requested, to the respective addresses shown on page one of this Agreement. Purchaser will send a copy of any notice Purchaser gives Sponsor to Sponsor's Offering Plan Attorneys, Robinson Silverman Pearce Aronsohn & Berman LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn.: Erica R. Forman, Esq. Sponsor and Purchaser can specify a different address for themselves by giving notice of it to the other. A notice shall be considered given five (5) days after the date it is mailed, except that a notice of an address change shall be considered given when it is received. Any notice sent by Sponsor's Offering Plan Attorneys on Sponsor's behalf to Purchaser or to Purchaser's attorney set forth on the first page of this Agreement (or to any other attorney purporting to represent Purchaser), shall be deemed notice by Sponsor, should notice need be given by Sponsor pursuant to this Agreement. If Purchaser's name, address or phone number changes, or if Purchaser's attorney's name, address or phone number changes from that set forth on the first page of this Agreement, Purchaser shall provide Sponsor with the pertinent new name, address and/or phone number immediately.

13. **Inspection and Acceptance of the Unit.**

a. Purchaser's signing of this Agreement shall constitute Purchaser's agreement to accept the Unit in the condition it is in on the closing date, including the then existing kitchen, bathroom and other appliances, fixtures, equipment and installations, subject to the conditions set forth herein and on the Punchlist (defined below) attached to the Inspection Statement (the form of which is found in Part II of the

Plan), which Purchaser will have the right to complete with Sponsor's representative's approval prior to closing pursuant to this Agreement (the "**Inspection Statement**").

b. (i) Purchaser agrees to accept the deed(s) to the Unit without any abatement of the Total Purchase Price or provision for escrow, notwithstanding incomplete construction of (i) minor details in the Unit or the Building, or (ii) other Units, or (iii) the Common Elements or Limited Common Elements of the Building customarily left incomplete until after occupancy of the Unit or full occupancy of the Building, as applicable, provided the Unit is covered by at least a temporary certificate of occupancy.

(ii) Purchaser understands that certain items including, but not limited to, shower heads, toilet seats, kitchen cabinet knobs and vanity knobs, mechanical chimes, plumbing fittings, light fixtures, electrical receptacles, toilet accessories, door hardware and minor parts of kitchen cabinets, may not be installed at the time of the walk-through. Some of these items are of the type left off until the Purchaser is about to take occupancy, to prevent pilferage. Other items will be installed subject to availability. Still other items may have been installed but damaged during the course of construction. To the extent any such items are noted on the Inspection Statement Punchlist, Sponsor will make reasonable efforts to have these items installed within a reasonable time period following closing provided Purchaser permits Sponsor access to do so, as set forth in the Inspection Statement.

c. At least ten (10) days before closing, Sponsor will advise Purchaser of a date and time prior to closing when Purchaser may inspect the Unit. Purchaser shall attend such inspection with one of Sponsor's representatives, and shall, together with Sponsor's representative, complete, date and sign the Inspection Statement at the conclusion of the inspection. If, however, during the inspection Purchaser notes certain incomplete items that Sponsor, through its inspection representative, agrees to complete, repair or replace, these items shall be itemized on a list attached to the Inspection Statement which list must be signed and dated by both Sponsor's representative and Purchaser to be binding on Sponsor (the "**Punchlist**").

d. PURCHASER AGREES THAT NO DISCUSSION OF INCOMPLETE ITEMS IS TO TAKE PLACE AT THE CLOSING ITSELF. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PURCHASER MAY NOT INSPECT THE UNIT UNTIL SPONSOR HAS NOTIFIED PURCHASER THAT THE UNIT IS READY FOR INSPECTION.

e. Purchaser's failure to attend the inspection appointment within the 10-day period set forth above, or to sign and deliver the completed Inspection Statement and/or Punchlist, shall not excuse Purchaser from paying the Balance Due at Closing and shall constitute Purchaser's full and unconditional acceptance of the Unit in its "as-is" condition.

f. Sponsor's agreement to complete items on the Inspection Statement Punchlist shall obligate Sponsor to perform Sponsor's work in accordance with the standards for Sponsor's work set forth therefor in the Plan. Purchaser's execution of the Inspection Statement shall obligate Purchaser to provide access to Sponsor and/or its contractors and agents, to perform the work specified therein. Purchaser's failure to permit Sponsor (or Sponsor's contractors, agents or employees) access to the Unit to complete Punchlist items, shall constitute Purchaser's waiver of completion of the Punchlist items.

g. Following Purchaser's closing, when Purchaser makes arrangements to move into the Building, PURCHASER AGREES TO FOLLOW THE MOVE-IN PROCEDURES ESTABLISHED BY SPONSOR AND/OR THE BOARD OF MANAGERS, WHICH MOVE-IN PROCEDURES WILL BE EXPLAINED AND DELIVERED TO PURCHASER AT THE TIME PURCHASER CLOSES TITLE TO PURCHASER'S UNIT. The provisions of this subparagraph (g) shall survive the closing hereunder.

14. **Conditions for Binding Agreement.**

a. This Agreement shall not be binding until Purchaser has been approved as a purchaser as set forth in the Plan, such approval to be indicated by execution of this Agreement by Sponsor and delivery of a fully executed counterpart of this Agreement to Purchaser.

b. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage on the Property made before or after this Agreement is signed and any payments or expenses already made or incurred or which may later be made or incurred, to their full extent without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the schedule of payments or accelerated by virtue of the lender's right to make advances before they become due in accordance with the schedule of payments, if any. Sponsor shall satisfy all such mortgages or obtain a release of the Unit from the lien of such mortgages at or prior to the closing date.

15. **Definitions.** The term "Purchaser" shall be read as "Purchasers" if more than one person is a purchaser, in which case Purchaser's obligations shall be considered joint and several. All capitalized terms used in this Agreement and not otherwise defined in this Agreement, shall have the same meanings as they do in the Plan.

16. **Broker.** Purchaser represents that Purchaser did not rely upon, use or negotiate with any broker other than THE MARKETING DIRECTORS, INC. [or_____] ([collectively,][1] the "**Broker**")] in connection with this transaction. Purchaser agrees to indemnify Sponsor and hold Sponsor harmless from and against any costs, claims or expenses Sponsor may incur, including but not limited to attorneys' fees, arising out of or in any way connected with, Purchaser's breach of the foregoing representation. The provisions of this ¶ 16 shall survive the closing hereunder or any earlier termination of this Agreement.

17. **Jury Waiver.** Purchaser waives Purchaser's right to trial by jury in any action, proceeding or counterclaim in any way connected with this Agreement or the Plan.

18. **Survival of Sponsor's Obligations; Rights of Sponsor.** Sponsor will have no obligations under this Agreement or the Plan after Sponsor gives Purchaser the deed(s) to the Unit, unless this Agreement or the Plan specifically gives Sponsor an obligation after that time. However, all representations required by Article 23-A of the General Business Law to survive delivery of the deed shall survive delivery of the deed.

19. **Captions.** The captions in this Agreement are for convenience only and are not part of the meaning of this Agreement.

20. **No Representations.** Purchaser has not relied on any statements made by Sponsor, or any other person, except those which are contained in this Agreement or in the Plan. Purchaser agrees that Sponsor will have no liability to Purchaser if there is a minor error or inaccuracy in the layout or dimensions of the Unit, or of the Common Elements of the Condominium as shown on the floor plans available for review at the office of the Sponsor or at the Condominium, so long as the layout and dimensions conform substantially to the floor plans which Purchaser has been given the opportunity to examine.

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[1] To be deleted if there is no broker other than The Marketing Directors, Inc.

21. **Entire Agreement; Binding Nature of Agreement.** Purchaser understands that this Agreement and the Plan constitute the entire agreement between the parties and contain the only representations made to Purchaser. Purchaser has not relied on any other representations, statements or warranties, and acknowledges that no one has authority to make any representation or warranty not set forth in the Plan. Purchaser had full opportunity to examine all documents and investigate all facts referred to in the Plan and will not bind Sponsor to any oral representations and/or agreements. Further, Purchaser understands that this Agreement is binding upon Purchaser and Purchaser's heirs, executors, administrators and/or assigns. In no event will this Agreement be amended to abrogate Sponsor's responsibilities or Purchaser's rights under Article 23-A of the General Business Law.

22. **No Recording, Assignment or Advertisement; No Lis Pendens.** Purchaser agrees not to record this Agreement. Purchaser also agrees not to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease prior to closing hereunder. Purchaser further agrees not to assign this Agreement or Purchaser's rights hereunder, without Sponsor's prior written consent, which consent may be withheld for any reason or no reason. Any purported assignment in violation of the foregoing shall be void and of no force and effect, and shall be a default under this Agreement. In the event of Sponsor's default hereunder Purchaser hereby waives Purchaser's right to file a lis pendens against the Unit. Violation by Purchaser of any of Purchaser's agreements in this Paragraph shall be a default under this Agreement.

23. **Conflicts with the Plan.** Conflicts between any provisions of this Agreement and the Plan shall be resolved in favor of the Plan.

Dated: _____, 200_

_____
Purchaser

_____
Purchaser

ACCEPTED: HUDSON WATERFRONT COMPANY B, LLC
By: Hudson Waterfront Associates II, L.P.
By: Hudson Waterfront II, Corporation, General Partner

By:_____
Name: Paul VanDien Davis
Title: Vice President

Date:_____, 200_

Initials:

PURCHASER ACKNOWLEDGES RECEIPT OF THE OFFERING PLAN AND AMENDMENTS AT _____ (A.M.)(P.M.) ON _____,200_ _____ Purchaser _____ Purchaser

AND

SPONSOR AND PURCHASER ACKNOWLEDGE PURCHASER'S DELIVERY OF PURCHASE AGREEMENT AND CHECK FOR DOWN PAYMENT AT _____ (A.M.)(P.M.) ON _____, 200_ _____ Purchaser _____ Purchaser _____ Sponsor

5. FORM OF INSPECTION STATEMENT

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

Date: _____

Hudson Waterfront Company B, LLC
175 Riverside Boulevard
New York, New York 10069

Re: 220 Riverside Boulevard - Residential Unit No: _____ [& Storage Unit No. _____]

Dear Sponsor:

The undersigned is/are the purchaser of the captioned Unit(s).

I/We understand that the attached Inspection Checklist (the "**Inspection Checklist**") is to be completed prior to closing by me/us, together with your authorized representative. The Inspection Checklist will be signed by your representative and me/us, at the time of the pre-closing walk-through inspection.

I/We further understand that you agree to complete all items listed on the Inspection Checklist signed by you and me/us, within a reasonable period of time following closing of my/our Unit(s), weather permitting, and subject to delays for work or materials beyond your control (i.e., force majeure delays etc).

Accordingly, I/we understand that within a reasonable period of time following closing, you will contact me/us to arrange a mutually convenient time to complete the work, if any, set forth on the Inspection Checklist.

I/We am/are fully aware, that notwithstanding the foregoing, your obligation to repair or correct items on the Inspection Checklist is conditioned upon your ability to gain access to my/our Unit(s). I/We agree that if I/we do not provide you access to the Unit(s) within ten (10) days after you have notified us of your intention to complete the Inspection Checklist work in my/our Unit(s), then you shall have no further obligation to complete the items of work set forth on the Inspection Checklist.

I/We agree to be present in or at the Unit(s) at the time the work is being performed and I/we further agree that I/we will promptly initial each item set forth on the Inspection Checklist as it is completed, to acknowledge completion. My/Our failure to respond to you within five (5) business days of your written request for such acknowledgment shall be deemed to mean that I/we accept and acknowledge the work as complete. I/We understand that work indicated on the Inspection Checklist shall be performed in accordance with the standards set forth in the Offering Plan. In the event of a dispute, I/we agree that your contractor, architect or engineer shall determine whether or not such work was performed according to such standard and his or her decision shall be binding on the parties hereto.

Your representation that you will complete items on the Inspection Checklist within a reasonable period of time following closing shall survive closing of title to the Unit(s).

_____
PURCHASER'S SIGNATURE
[If there are multiple purchasers and only one purchaser or agent signs, such signature shall be deemed binding on all purchasers.]

_____
PURCHASER'S SIGNATURE

_____
PURCHASER'S SIGNATURE

HUDSON WATERFRONT COMPANY B, LLC

By: Hudson Waterfront Associates II, L.P.

By: Hudson Waterfront II, Corporation, General Partner

By:_____
Name:
Title:

INSPECTION CHECKLIST: 220 RIVERSIDE BOULEVARD

RESIDENTIAL UNIT _____ PURCHASER _____
STORAGE UNIT _____ TELEPHONE NO. (Home)_____
DATE _____ TELEPHONE NO.(Work)_____

ITEM INITIALS

The undersigned Purchaser(s) has (have) inspected the Unit(s) on date specified below, and finds the Unit(s) satisfactory except for the items noted above.

_____
Inspection Date and Time

_____ _____
Purchaser Sponsor's Representative

_____
Purchaser

6. FORM OF POWER OF ATTORNEY

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 Riverside Boulevard
New York, New York 10069

UNIT NO.: _____

BLOCK: 1171

LOT: _____

COUNTY: NEW YORK

RETURN BY MAIL TO:

BOARD OF MANAGERS OF 220 RIVERSIDE CONDOMINIUM

c/o Trump/New World Property Management, LLC
725 Fifth Avenue
New York, New York 10022
Attn: Meredith H. Rubin

POWER OF ATTORNEY

The undersigned, _____, is/are the Owner(s) of Residential Unit No. ___ [and Storage Unit No. ___] [collectively] the "**Unit**") in the building known as 220 Riverside Boulevard at Trump Place (the "**Condominium**"), 220 Riverside Boulevard, Borough of Manhattan, City, County and State of New York, as designated and described in the Declaration establishing 220 Riverside Boulevard at Trump Place dated _____ recorded in the office of the New York City Register, County of New York, on _____, in Reel ____ at Page ____ (the "**Declaration**"), and as also described on the floor plans filed in the Real Property Assessment Department in the City of New York, New York County, as Condominium Plan No.____.

The undersigned does hereby nominate, constitute and appoint the Board of Managers of the Condominium, the Residential Representative thereof and successors of both said entities, jointly, true and lawful attorneys-in-fact for the undersigned, with a power coupled with an interest, with power of substitution, subject to any prohibitions or limitations on the exercise of such power or the acts for which it is given, as are set forth in the Declaration or the By-laws of the Condominium, (1) to acquire, in their own names as members of the Board of Managers, the Residential Committee, the Non-Residential Representative, as applicable, or in the name of their designee, corporate or otherwise, by deed, on behalf of all owners of Condominium Units or on behalf of all Residential Units or on behalf of all Non-Residential Unit Owners, as applicable, (a) any Unit whose Owner desires to sell convey or assign the same, the Common Interest appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, the Residential Committee, the Non-Residential Representative, as applicable, or its designee, on behalf of all Unit Owners, or the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "**Appurtenant Interests**"), or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose Owner desires to surrender or abandon same, (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorneys-in-fact shall, in their sole discretion deem proper, (3) thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorneys-in-fact in their sole discretion determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (4) to execute, acknowledge and deliver (a) any instrument affecting the Unit in connection with any petition seeking administrative and judicial review of an assessment made in accordance with Real Property Law § 339-y(1), which the undersigned, by separate written agreement, may have authorized the Board of Managers to undertake, pursuant to a Real Property Law § 339-y(4), (b) any declaration or other instrument affecting the Condominium which the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, deems reasonably 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 (c) any consent, covenant, restriction, easement or

declaration, or any amendment thereto, affecting the Condominium which the Board of Mangers or the Residential Committee or the Non-Residential Representative, as applicable, deems necessary or appropriate.

Notwithstanding any other provisions of this power neither the Board of Managers nor the Residential Committee may act so as to adversely affect the rights of the Sponsor or the Non-Residential Unit Owners, without the prior written consent of the affected entity. This Power of Attorney shall be exercised in accordance with the By-Laws of the Condominium.

The acts of a majority of such persons shall constitute the acts of said attorney-in-fact.

This Power of Attorney is irrevocable and shall not be affected by the subsequent disability or incompetence of the undersigned.

IN WITNESS WHEREOF, I (we) have (has) executed this Power of Attorney this _ _ day of _____, 200_.

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 200_ 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment.

7. FORM OF RESIDENTIAL UNIT DEED

HUDSON WATERFRONT COMPANY B, LLC

TO

_____

CONDOMINIUM UNIT NO. __
220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

Section: 4
Block: 1171
Lot: ____
County: New York

RETURN BY MAIL TO:

_____
_____
_____
_____

THIS INDENTURE, made the ___ day of _____, 200_ between HUDSON WATERFRONT COMPANY B, LLC , having an office at 175 Riverside Boulevard, New York, New York 10069 ("**Grantor**") and _____ residing at _____, _____, _____ ("**Grantee**").

W I T N E S S E T H:

That the Grantor, in consideration of Ten ($10) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release onto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Residential Unit known as Residential Unit No. ___ (the "**Unit**") in the Building known as 220 Riverside Boulevard at Trump Place, 220 Riverside Boulevard, in the Borough of Manhattan, City, County and State of New York (the "**Building**"), designated in the Declaration establishing a plan for condominium ownership of the Building and the land upon which the Building is situated (said Building and land referred to herein as the "**Property**" or the "**Condominium**") dated _____ made by Grantor as Declarant pursuant to Article 9-B of the Real Property Law of the State of New York (the "**Condominium Act**"), and recorded in the Office of the Register of the City of New York in the County and State of New York (the "**City Register's Office**") on _____, in Reel ____ at Page ____, (the "**Declaration**").

The Unit is also designated as Tax Lot _____ in Block 1171 of Section 4 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 of the Building, certified by Costas Kondylis & Associates PC, Registered Architect on _____ and filed with the Real Property Assessment Department of the City of New York on _____ as Condominium Plan No. ____, and also filed in the City Register's office on _____.

The land on which the Building is located is described on **Schedule A** annexed hereto:

TOGETHER with and subject to the benefits and burdens of the Easements set forth in the Encroachment Agreement dated as of February 20, 1998 by and between Hudson Waterfront Company C, LLC and Hudson Waterfront Company D, LLC, recorded in the Office of the Register of the City of New York, County of New York on September 3, 1998 in Reel 2698, Page 2234.

TOGETHER with an undivided _____ interest in the Common Elements (as such term is defined in the Declaration) appurtenant to the Unit (hereinafter called the "**Common Elements**");

TOGETHER with the benefits, rights, privileges, easement and subject to the burdens, covenants, restrictions and easements all as set forth in the Declaration and By-Laws.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to the Unit;

TOGETHER with an easement for support and for the continuance of all encroachments by the Unit on any other Units and the Common Elements, now or hereafter existing as a result of construction of the Building, or the settling or shifting of the Building, or the repair or restoration of the Building (or any portion thereof) or of the Unit after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements made by or with the consent of the Board of Managers of the Condominium (hereinafter called the "**Condominium Board**") in accordance with the Declaration and By-Laws appended thereto, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER with an easement in common with the Owners of other Units to use install, operate, maintain, alter, repair, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits, flues, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property and serving the Unit;

TOGETHER with the SUBJECT to a right of way through the Common Elements to the public streets;

TOGETHER with and SUBJECT to the easements created by the Declaration, which are incorporated herein by reference as though fully set forth herein;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of the other Units or the Common Elements;

TOGETHER with the right, if any, to the use of the Limited Common Elements as set forth in the Declaration; and

SUBJECT to the rights of other Unit Owners to use the Limited Common Elements appurtenant to their Units, if any, as set forth in the Declaration;

SUBJECT to an easement in common with all other Unit Owners to use, install, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements, and any pipes, wires, ducts, vents, cables, conduits, or other lines, equipment or facilities forming a part of or related to

such Common Elements, located in, over, through, under or upon the Unit, other Units, the Common Elements, or other parts of the Property, provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use thereof for dwelling, home occupation, or other lawful purposes;

SUBJECT to the rights, obligations, easements, restrictions and all other terms, covenants, conditions and provisions of the Declaration and By-laws and Tax Lot Drawings filed therewith, as the same may be amended from time to time by instruments recorded or filed in the Office of the Register of the City of New York, in the County and State of New York, all of which, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

SUBJECT also to any declaration or instrument affecting the Property which Grantor has filed to comply with any law, ordinance, regulation, zoning resolution or requirement of any public agency or authority, applicable to construction, alteration, repair or restoration of the Building;

SUBJECT also to easements in favor of other Units and in favor of the Common Elements or Limited Common Elements for the continuance of all encroachments of such other Units or Common Elements or Limited Common Elements on the Unit, now or hereafter existing as a result of construction of the Building, or the setting or shifting of the Building, or the repair or restoration of the Building (or any portion thereof) or of any other Unit or the Common Elements or Limited Common Elements, after damage or destruction by fire or casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Condominium Board or by the Grantor, or its designee and its respective successors, and assigns, or any Unit Owner in accordance with the Declaration and the By-laws so that any such encroachments may remain so long as the Building shall stand;

SUBJECT also to an easement in favor of other Units to use, install, operate, maintain, repair, alter, rebuild, restore and replace such other Units and any pipes, wires, ducts, vents, cables, conduits, flues, or other lines, equipment or facilities forming a part of or related to such other Units located in, over, through, under or upon the Unit, other Units, the Common Elements or other parts of the Property, provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use thereof for dwelling, home occupation, or other lawful purposes;

SUBJECT also to a right of access to the Common Elements, the Unit and other Units by the Grantor or its designee, and its respective successors and assigns, their contractors, subcontractors, agents and employees, for the purposes of completing construction of the Building in accordance with the plans and specifications therefor and to fulfill Grantor's obligations as set forth in the Offering Plan covering the Condominium, provided that access thereto is exercised in such a manner as will not unreasonably interfere with the use of the Unit for dwelling, home occupation, or other lawful purposes;

SUBJECT also to existing easements and the right reserved in the Declaration to establish, grant and create additional utility easements, in favor of any utility company for construction, use,

maintenance, repair and replacements of all utility lines, wires, terminal boxes, mains, pipes, cables, conduits and other equipment and facilities in, under, over and across the Property;

SUBJECT also to such other liens, agreements, covenants, easements, restrictions and other matters of record against the Property including, without limitation:

(a) Terms, covenants, conditions and easements set forth in deed dated March 30, 1976 by PCTC Trustees to Consolidated Rail Corporation ("Conrail") recorded December 15, 1978 in Reel 463 page 1563A, and Correction Conveyance authorized by Order of the Special Court Regional Railway Organization Act of 1973, Misc. No. 75-3(A) dated October 29, 1981 and recorded December 3, 1981 in Reel 594 page 491 and the Release of Easement recorded in Reel 594 page 453 (the "Release of Easement").

(b) (i) Terms, covenants, reservations, rights and easements set forth in the Indenture by and between the City of New York ("City") and the New York Central Railroad ("Central") dated July 2, 1929 and recorded August 6, 1929 in Liber 3736 Cp. 8.

(ii) Terms, covenants, conditions, reservations, rights and easements set forth in the Indenture by and between the City and Central dated June 10, 1935 and recorded September 9, 1935 in Liber 3909 Cp. 289.

(c) Terms, conditions, reservations, right of re-entry and reverter ("Water Grant Conditions") contained in the Water Grants made by the Mayor, Alderman and Commonalty of the City of New York to Upland Owners of property abutting the high water line of the Hudson River, which Water Grants were recorded in Liber 623 CP 33, Liber 1103 Cp 396, Liber 1103 Cp 404, Liber 1312 Cp 235, Liber 1103 Cp 411, Liber 621 Cp 489, Liber 1064 Cp 148, Liber 1182 Cp 342, Liber 622 Cp 551, Liber 1068 Cp. 116, Liber 1090 Cp 109, Liber 2059 Cp 97, Liber 581 Cp 628 and Liber 616 Cp 477.

(d) (i) Restrictive Declaration made as of 12/17/92 by Penn Yards Associates recorded 1/6/93 in Reel 1934 page 1, as supplemented by letter agreement between Penn Yards Associates and members of Riverside South Planning Commission dated March 31, 1993. Said Supplemental Letter Agreement does not affect "Studio" Site pursuant to Letter dated 6/29/94.

(ii) First Modification to Restrictive Declaration made as of October 4, 1994 by Hudson Waterfront Associates, L.P. recorded December 2, 1994 in Reel 2159 page 1096, and Second Modification to Restrictive Declaration dated January 9, 1997 made by Hudson Waterfront Associates, L.P. recorded in Reel 2422, page 0424.

(iii) Second Modification to Restrictive Declaration made as of January 9, 1997 by Hudson Waterfront Associates, L.P., recorded February 13, 1997 in Reel 2422, Page 424.

(e) Declaration of Public Access Corridor for Private Sewer dated April 9, 1996 made by Hudson Waterfront Associates I, L.P. recorded April 10, 1996 in Reel 2312, page 1805 (affects Riverside Drive).

(f) Declaration of Zoning Lot Restrictions made by Hudson Waterfront Associates I, L.P. and Hudson Waterfront Associates II, L.P., recorded on February 13, 1997 in Reel 2421, Page 2100.

(g) Terms, covenants, easements and provisions of an Agreement between Hudson Waterfront Associates, L.P., et al. and National Railroad Passenger Corporation dated as of the 26th day of August, 1997 and recorded in the Office of the Register of the City of New York, County of New York on March 16, 1998 in Reel 2554, Page 691 (i.e., the "Amtrak Agreement").

(h) Terms, covenants and provisions of Amended and Restated Operating Agreement dated as of August 26, 1997, by and among Hudson Waterfront Associates I, L.P., Hudson Waterfront Associates II, L.P., Hudson Waterfront Associates III, L.P., Hudson Waterfront Associates IV, L.P., Hudson Waterfront Associates V, L.P., and Hudson Waterfront Associates, L.P., a memorandum of which was recorded in the Office of the Register of the City of New York, County of New York on March 16, 1998 in Reel 2554, Page 644.

(i) Declaration of Covenants, Conditions and Restrictions of Riverside South Property Owners Association, Inc. dated August 26, 1997 and recorded in the City Register's Office on March 16, 1998.

(j) Mapping Agreement dated May 27, 1998, and recorded in the City Register's Office on August 31, 1998 in Reel 2693 Page 1897. The Grantee shall comply with the Mapping Agreement while the Grantee owns the Unit.

SUBJECT to any state of facts an accurate survey and inspection of the Unit and Property would show;

TO HAVE AND TO HOLD the same unto the Grantee, the heirs or successors and assigns of the Grantee, forever;

The use for which the Unit is intended is for residential dwelling purposes subject to such other uses as may be permitted by the Declaration, the By-laws and applicable law.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in anyway whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the City Register's Office and to comply with the Rules and Regulations of the Condominium.

This conveyance is made in the ordinary course of business actually conducted by the Grantor herein.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed the day and year first above written.

GRANTOR

HUDSON WATERFRONT COMPANY B, LLC
By: Hudson Waterfront Associates II, L.P,
its sole member

By: Hudson Waterfront II, Corporation,
its general partner

By: _____
Name: Paul VanDien Davis
Title: Vice President

GRANTEE

_____

_____

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared Paul VanDien Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual, acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment.

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year _____ 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment.

8. DECLARATION OF CONDOMINIUM

ESTABLISHING

220 RIVERSIDE BOULEVARD
AT TRUMP PLACE

220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK 10069

DECLARANT: **HUDSON WATERFRONT COMPANY B, LLC**
175 Riverside Boulevard
New York, New York 10069

DATE: _____ __, ____

RECORDING INFORMATION:
Block: 1171
Lots: Formerly Known as Lot ___
Now Known as Lots _____*
County: New York
State: New York

* Lots: _____ Non-Residential Units
_____ Residential Units
_____ Storage Units

RECORD AND RETURN TO:

ROBINSON SILVERMAN PEARCE
ARONSOHN & BERMAN LLP
1290 Avenue of the Americas
New York, New York 10104
Attn: Erica Forman, Esq.

TABLE OF CONTENTS

		Page
ARTICLE 1	INTRODUCTORY PROVISIONS	1
ARTICLE 2	UNITS	9
ARTICLE 3	COMMON INTEREST AND RESIDENTIAL ALLOCATION PERCENTAGES	12
ARTICLE 4	COMMON ELEMENTS	13
ARTICLE 5	USE OF AND ACCESS TO COMMON ELEMENTS	17
ARTICLE 6	CONDOMINIUM GOVERNANCE; SERVICE OF PROCESS	22
ARTICLE 7	POWER OF ATTORNEY TO BOARD OF MANAGERS, RESIDENTIAL COMMITTEE AND NON-RESIDENTIAL REPRESENTATIVE	23
ARTICLE 8	ACQUISITION AND SALE OR LEASE OF UNITS BY BOARD OF MANAGERS, RESIDENTIAL COMMITTEE OR NON-RESIDENTIAL REPRESENTATIVE	24
ARTICLE 9	CONDOMINIUM INSTRUMENTS RUN WITH THE LAND	25
ARTICLE 10	AMENDMENT AND TERMINATION	25
ARTICLE 11	GENERAL	27

Schedules

Schedule A - Legal Description

Schedule B - Unit Designations, Common Interest and Related Information

Schedule C - Residential Allocation Percentages

Schedule D - By-laws of Condominium

DECLARATION OF CONDOMINIUM

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

220 RIVERSIDE BOULEVARD NEW YORK, NEW YORK 10069

ARTICLE 1

INTRODUCTORY PROVISIONS

Section 1.1 Creation of the Condominium. HUDSON WATERFRONT COMPANY B, LLC (hereinafter the "***Declarant***"), hereby submits the land described on ***Schedule A*** hereto (the "***Land***"), together with all improvements and all rights, privileges and appurtenances thereunto appertaining (the Land, together with all improvements now and hereafter constructed thereon, and all rights, privileges and appurtenances thereto appertaining, are hereinafter referred to collectively as the "***Property***"), to the provisions of Article 9-B of the NYS Real Property Law (the "***Condominium Act***").

Section 1.2 Name of Condominium. The name of the condominium project is "220 Riverside Boulevard at Trump Place" (hereinafter referred to as the "***Condominium***").

Section 1.3 Area and Location of Land. The Property is located at 220 Riverside Boulevard in the City, County and State of New York.

Section 1.4 Description of Building. The Building erected on the Land includes one mixed-use structure consisting of three sub-cellar levels, one cellar level and 48 construction floors. There are no floors numbered 2 or 13 at the Building, however, so although the construction drawings (which include floors numbered 2 and 13) show 48 floors, the Tax Lot Drawings (which do not contain floors numbered 2 or 13), show floors numbered third sub-cellar through PH-4 (50th Floor). The Building contains 441 Residential Units, 201 Storage Units and 2 Non-Residential Units.

Section 1.5 Definitions. Unless otherwise defined in this Declaration or in the By-laws of the Condominium annexed hereto as Schedule D, all capitalized terms in the Condominium Instruments shall have the meanings specified for said terms in the Condominium Act.

"***Amtrak***" means the National Railroad Passenger Corporation and its successors and assigns.

"***Amtrak Agreement***" means the agreement dated August 26, 1997, governing, among other things, the rights and obligations of those owners of Development Parcels abutting or traversing the Amtrak Right of Way Parcel, entered into by Amtrak, Declarant and other fee owners of Development Parcels, as same may be amended from time to time.

"***Amtrak Easement***" means the easement adjacent to the Amtrak Right of Way Parcel, granted to Amtrak under the Amtrak Agreement.

"***Amtrak Right of Way Parcel***" means the parcel of land owned by Amtrak (and a volume of air space above this parcel of land) which traverses various Development Parcels in Riverside, including without limitation, the Property.

"***Attorney General***" means the New York State Attorney General, who is the head of the New York State Department of Law.

"***Board of Managers***" or "***Board***" or "***Condominium Board***" means the Board of Managers of the Condominium.

"***Building***" means the Building erected on the Land and all alterations and replacements made to the Building.

"***By-laws***" means the By-laws of the Condominium, which By-laws are annexed to this Declaration, as such By-laws may be amended from time to time.

"***City Register's Office***" means the New York County Office of the Register of The City of New York.

"***Common Charges***" means the annual assessments payable in monthly installments by Unit Owners for the purpose of meeting Common Expenses. Assessments, both special and otherwise, will be characterized and treated as Common Charges of the Unit Owner to whom assessed, all as more fully described in Article 5 of the By-laws. Common Charges shall be classified as General, Residential or Non-Residential, as described in this Declaration.

"***Common Elements***" means those facilities and areas of the Condominium that are not part of a Unit and which are necessary or convenient to the existence, management, operation, maintenance and/or safety of the Property, or normally in common use, and which Common Elements shall be classified as General, Residential, Non-Residential or Limited, as described in this Declaration.

"***Common Expenses***" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Common Elements, including but not limited to insurance and establishment of reserves for repairs and replacements, which Common Expenses shall be classified as General, Residential or Non-Residential, as described in this Declaration.

"***Common Interest***" (also referred to occasionally as "**percentage of interest in the Common Elements**") means the proportionate undivided interest in fee simple absolute in the Common Elements allocated and appurtenant to a Unit, as set forth in this Declaration. Said interest is expressed as a numerical percentage. The total of all Common Interest percentages appertaining to all Units equals 100%.

"***Condominium***" means the Units and Common Elements comprising the Property. The terms "Condominium" and "Property" are used interchangeably.

"***Condominium Act***" means Article 9B of the New York State Real Property Law.

"***Condominium Instruments***" means this Declaration and the By-laws attached hereto, as same may be amended from time to time.

"***Declarant***" means Hudson Waterfront Company B, LLC.

"***Declaration***" means this Declaration of Condominium, as same may be amended from time to time.

"***Department of Law***" means the New York State Department of Law, which is headed by the New York State Attorney General.

"***Designated HWA Representative***" means the person or entity designated under the Amtrak Agreement by the Development Parcel Owners to act on their behalf with Amtrak with respect to the costs of operation and maintenance of Systems installed in the Development Parcels.

"***Development Parcel***" means any one of the seventeen development parcels comprising Riverside, as such Development Parcels are identified in the Restrictive Declaration.

"***Development Parcel Owner***" means the "Owner" of a Development Parcel. "Owner" in this context shall have the meaning given in the Property Owners Declaration. (Thus, generally the fee title owner of the Development Parcel shall be the Development Parcel Owner but in the case of a property submitted to condominium ownership, the board of managers shall be the Development Parcel Owner.)

"***First Unit Closing***" means the first closing of a sale of a Residential Unit pursuant to the Offering Plan.

"***Garage Unit***" means a Unit designated as a Garage Unit on ***Schedule B*** to this Declaration, together with the Common Interest appurtenant to such Unit.

"***General Common Charges***" means Common Charges payable by all Unit Owners to the Board of Managers for the purpose of meeting General Common Expenses.

"***General Common Elements***" means those portions of the Property other than the Units and other types of Common Elements, as described in this Declaration.

"***General Common Expenses***" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of and alteration, addition or improvement to, the General Common Elements, including but not limited to, insurance and establishment of reserves for repairs and replacements.

"***Health Club***" means the health club located in the Building for the use of Building residents.

"***Institutional Lender***" means any domestic or foreign commercial or savings bank, any insurance company or savings and loan association whose investments are regulated by the laws of any State or of the United States, any pension fund, trust company, governmental agency or fund, any educational, religious or charitable institution, or other non-individual entity, or a consortium of any of the foregoing, in the business, among other things, of making mortgage loans secured by real property.

"***Land***" means the land upon which the Building is located, as more fully described in this Declaration.

"***Light Rail Easement***" (See "Transitway Easement").

"***Limited Common Elements***" means Common Elements that serve one or more specified Unit(s) and no other Units, and thus are restricted in use to the Owner(s) of that (those) Unit(s), as described in this Declaration.

"***Maintenance Agreement***" shall mean the Maintenance Agreement concerning maintenance and operation of the Park Areas, between Penn Yards Associates and the New York City Parks Department, dated as of October 26, 1992, as same may be amended from time to time.

"***Managing Agent***" means any management company or agent engaged by the Board of Managers to manage the Condominium.

"***Mapping Agreement***" means the agreement respecting new mapped streets, Park Areas and other City map changes arising out of development of Riverside, dated as of May 27, 1998 entered into pursuant to the Restrictive Declaration by Hudson Waterfront Associates, L.P., Hudson Waterfront Associates I, L.P., Hudson Waterfront Associates II, L.P., Hudson Waterfront Associates III, L.P., Hudson Waterfront Associates IV, L.P., Hudson Waterfront Associates V, L.P., Hudson Waterfront Company C, LLC and Hudson Waterfront Company D, LLC, recorded in the City Register's Office on August 31, 1998 in Reel 2693, Page 1897, as same may be amended from time to time.

"***Member***" means a member of the Riverside South Property Owners Association, Inc.

"***Mortgagee***" means any Institutional Lender holding a mortgage of record encumbering a Unit. A Mortgagee shall be deemed to be a "Permitted Mortgagee" if it satisfies the criteria therefor contained in the By-laws.

"***Non-Residential Area***" means the Non-Residential Units, the Non-Residential Common Elements if any, and any Limited Common Elements appurtenant to Non-Residential Units.

"***Non-Residential Common Charges***" means charges payable by the Non-Residential Unit Owners for the purpose of meeting Non-Residential Common Expenses.

"***Non-Residential Common Elements***" means those Common Elements, if any, located in or servicing exclusively the Non-Residential Area, as described in this Declaration.

"***Non-Residential Common Expenses***" means all costs and expenses, if any, in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Non-Residential Common Elements. Also included as a Non-Residential Common Expense is the Non-Residential Area's pro rata share of General Common Expenses.

"***Non-Residential Limited Common Elements***" means those Limited Common Elements, if any, serving one or more specified Non-Residential Units and no other Units, and restricted in use to the Owner(s) of that (those) Unit(s), as described in this Declaration.

"***Non-Residential Representative***" means the individual elected (or if applicable, appointed) by the Non-Residential Unit Owners to serve on the Board of Managers, which individual shall be responsible for maintenance, operation and administration of the Non-Residential Area, as more fully described in the By-laws.

"***Non-Residential Unit***" means a Unit designated as either a Garage Unit, an Office Unit or as any Unit other than a Residential Unit or a Storage Unit, on ***Schedule B*** to this Declaration, together with the Common Interest appurtenant to such Unit.

"***Non-Residential Unit Owner***" means an Owner of a Non-Residential Unit.

"***Offering Plan***" (or "***Plan***") shall mean the Offering Plan for the Sale of Units in the 220 Riverside Condominium filed by Declarant, as Sponsor, with the Department of Law, as said Plan may be amended from time to time.

"***Office Unit***" means a Unit designated as an Office Unit on ***Schedule B*** to this Declaration, together with the Common Interest appurtenant to such Unit.

"***Operating Budget***" means Amtrak's estimate of the aggregate cost of operation, maintenance, repair and renewal of the Systems in all Development Parcels for a given calendar year, as prepared by Amtrak pursuant to the Amtrak Agreement.

"***Operating Payment***" means the aliquot share of the Operating Budget to be paid by a Development Parcel Owner pursuant to the Amtrak Agreement as determined by the Designated HWA Representative.

"***Owner of a Development Parcel***" (see "Development Parcel Owner").

"***Owner of Parcel A***" means the Owner of a Development Parcel known as Parcel A.

"***Parcel A***" means the Development Parcel located immediately to the north of Parcel B.

"***Parcel A Utility Space***" means the space located in the cellar level of the Building under the 71st Street Public Access Area for use by the Owner of Parcel A including space for an electricity manhole, a gas and water meter room and space for Con Edison vaults, for which the Owner of Parcel A will have an irrevocable easement.

"***Parcel B***" means the Development Parcel on which the Building is constructed.

"***Park Areas***" means all of the park areas to be developed as part of Riverside, including the Riverside Park Extension and the Southern Open Space. Each such area is referred to individually as a "***Park Area***".

"***Permitted Mortgagee***" means a Mortgagee who has satisfied the criteria for a Permitted Mortgagee set forth in Article 8 of the By-laws.

"***Property***" means the Land and the Building comprising the Condominium, as described in this Declaration.

"***Property Owners Association***" means "Riverside South Property Owners Association, Inc.," as more fully described in the definition of that entity.

"***Property Owners Declaration***" means the Declaration of Covenants, Conditions and Restrictions of the Riverside South Property Owners Association, Inc. made by Declarant and all other owners of Development Parcels in Riverside, dated as of August 26, 1997 and recorded in the City Register's Office on March 16, 1998 in Reel 2554, Page 552, as same may be amended from time to time.

"***Public Access Area***" means the 71st Street Public Access Area, and any other Public Access Area referred to in the Property Owners Declaration, Restrictive Declaration, Mapping Agreement, Maintenance Agreement, or any other project document concerning Riverside.

"***Public Access Easement***" means a permanent non-exclusive pedestrian and vehicular easement at surface level and above granted, in accordance with the Restrictive Declaration and Mapping Agreement, across a Public Access Area by the Owner(s) of the Development Parcel(s) on which the Public Access Area is located, or by the Property Owners Association following conveyance of the Public Access Area to the Property Owners Association, which easement grants pedestrian and vehicular access to the City of New York and the general public.

"***Residential Allocation Percentage***" for a particular Residential Unit or Storage Unit means the proportion between the Common Interest allocated to that Residential Unit or Storage Unit and the aggregate Common Interest of all Residential Units and Storage Units. Said proportion is expressed as a numerical percentage. Residential Allocation Percentage is used to determine, among other things, the Residential Common Charges to be paid by a Residential Unit

Owner. The total of all Residential Allocation Percentages equals 100%. The Residential Allocation Percentages are recorded on ***Schedule C*** to this Declaration.

"***Residential Area***" means the Residential Units, the Storage Units, the Residential Common Elements and the Limited Common Elements appurtenant to Residential Units and/or Storage Units, if any.

"***Residential Committee***" means the committee comprising not more than seven individuals elected by the Residential Unit Owners to serve on the Board of Managers, which committee shall be responsible for maintenance, operation and administration of the Residential Area, as more fully described in the By-laws.

"***Residential Common Charges***" means charges payable by Residential Unit Owners for the purpose of meeting Residential Common Expenses.

"***Residential Common Elements***" means those Common Elements located in and/or servicing exclusively, the Residential Area, as more fully described in Article 4 of this Declaration.

"***Residential Common Expenses***" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Residential Common Elements, including but not limited to, insurance and establishment of reserves for repairs and replacements. Also included as a Residential Common Expense is the Residential Area's pro rata share of General Common Expenses.

"***Residential Limited Common Elements***" means those Limited Common Elements serving a specified Residential Unit and no other Unit, and restricted in use to the Owner of that Unit, as more fully described in Article 4 of this Declaration.

"***Residential Unit***" means each Unit designated as a Residential Unit on ***Schedule B*** to this Declaration, together with the Common Interest appurtenant to each such Unit. Two or more Residential Units are referred to as "***Residential Units***."

"***Residential Unit Owner***" means an Owner of a Residential Unit.

"***Restrictive Declaration***" means the Restrictive Declaration made as of December 17, 1992, by Penn Yards Associates and recorded in the City Register's Office in Reel 1934, Page 0001 on January 6, 1993, as same has been amended by First Modification to the Restrictive Declaration dated October 4, 1994, made by Hudson Waterfront Associates, L.P. as Declarant ("***Restrictive Declaration Declarant***"), recorded December 2, 1994 in Reel 2159, Page 1096, Second Modification to the Restrictive Declaration dated January 9, 1997, made by Restrictive Declaration Declarant, recorded February 13, 1997 in Reel 2922, Page 0424, and Third Modification to Restrictive Declaration dated as of September 13, 1999, made by Restrictive Declaration Declarant, recorded January 7, 2000 in Reel 3026, Page 1983, as same may be further amended from time to time.

"***Riverside Park Extension***" means the extension to be constructed from 72nd Street to 59th Street of the now existing public park known as Riverside Park.

"***Riverside***" (also known, from time to time, as "***Trump Place***"), means the approximately 75-acre 13-block development site located on the Upper West Side of Manhattan bound by 72nd Street on the north, 59th Street on the south, Freedom Place and West End Avenue on the east and the Hudson River on the west.

"***Riverside South Property Owners Association, Inc.***" or the "***Property Owners Association***" means the not-for-profit corporation formed pursuant to the Restrictive Declaration to serve the purposes and functions pertaining to Riverside outlined in the Restrictive Declaration and implemented by the Property Owners Declaration.

"***Rules and Regulations***" means the rules and regulations adopted by the Board of Managers pertaining to the use of the Condominium, as same may be amended from time to time.

"***71st Street Public Access Area***" means the area extending (i) in height, from the top of the ground floor structural slab of the Building (and from the plane created by extension of that slab to Parcel A which plane will become the top of the ground floor structural slab of a building to be built on Parcel A), inclusive of all waterproofing on the slab(s), through and including the finished surface of West 71st Street and a 15-foot width of sidewalk on either side of West 71st Street, (ii) in width, from the outside face of the northern exterior wall of the Building approximately 60 feet north to a line located at what will be the outside face of the southern exterior wall of the building to be built on Parcel A, and (iii) in length, from the eastern property line of the Property to the western property line of the Property, and including all roadways, roadway structural systems, sidewalks, street signs, street lights and standard street furniture erected in, on or through this area (but excluding any and all planters, as the planters will belong to the building adjacent to which they are installed), and also including all storm drains and pipes located in, on or through this area to and including the pipes' first connection (i.e., to a building main or otherwise).

"***Southern Open Space***" means the Park Area to be constructed at the southern end of Riverside, independent of the Riverside Park Extension.

"***Sponsor***" means Hudson Waterfront Company B, LLC, the Declarant herein, in its capacity as, and having the rights and obligations of, Sponsor, as set forth in the Offering Plan.

"***Storage Unit***" means a Unit designated as a Storage Unit on ***Schedule B*** to this Declaration, together with the Common Interest appurtenant to such Unit.

"***Storage Unit Owner***" means an Owner of a Storage Unit.

"***Superintendent's Unit***" means a Residential Unit owned by the Board of Managers for use and occupancy by the Building superintendent.

"***Systems***" means the lighting, ventilating and fire protection systems required to be constructed and installed for Amtrak by certain Development Parcel Owners at Riverside, pursuant to the Amtrak Agreement, as they develop their Development Parcels, and all alterations and replacements to such systems. "Systems" as used in this Declaration or the By-laws with respect to the Building, shall mean all Systems constructed by Sponsor as part of the Building for use by Amtrak, whenever the context shall indicate, and all alterations and replacements to such Systems, regardless of who makes them.

"***Tax Lot Drawings***" means the drawings of the Building certified by Costas Kondylis & Associates, P.C. delineating the Units and the Common Elements, approved by the Real Property Assessment Department of the City of New York and filed simultaneously with the recording of this Declaration, as more fully described in Article 2 of this Declaration.

"***Transitway Easement***" (referred to in the Mapping Agreement as the "Light Rail Easement") means the easement in essentially the same area as the Amtrak Easement to which the City of New York is entitled pursuant to the Restrictive Declaration, if the City of New York exercises its option granted in the Restrictive Declaration. If the City exercises its right to obtain the Transitway Easement, the Transitway Easement may be used by the City of New York for construction, maintenance and operation of a portion of a light rail system to be constructed by the City of New York.

"***Trump Place***" (see "***Riverside***").

"***Unit***" means any space in the Building intended for independent use or ownership and designated as a Unit in this Declaration, as same may be amended from time to time, together with such Unit's Common Interest. Any two or more Units are collectively referred to as "***Units***."

"***Unit Owner***" or "***Owner***" means any owner of a Unit in fee simple absolute.

"***Working Capital Fund***" shall mean the monies collected by the Board of Managers at the closings of Residential Units under the Offering Plan, equal to two months of the then applicable Common Charges attributable to the Residential Unit(s) being purchased.

Section 1.6 Schedules. All Schedules referred to in this Declaration are incorporated into this Declaration as integral parts hereof.

ARTICLE 2

UNITS

Section 2.1 Schedule of Information. Annexed hereto and made a part hereof as ***Schedule B*** is a list of all Units in the Building, which list also contains Unit designations, location, Common Interest, approximate area and Common Elements and Limited Common Elements to which each Unit has access.

Section 2.2 Tax Lot Drawings. The approximate dimensions, classifications, area and location of each Unit in the Building, as well as the Common Elements of the Condominium, are shown on the Tax Lot Drawings.

Section 2.3 Unit Measurements.

(a) **Residential Units.** Each Residential Unit is measured as follows: (i) horizontally from the exterior face of the exterior walls to the midpoint of interior walls and the midpoint of partitions separating one Unit from another Unit, public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or Limited Common Elements, and (ii) vertically from the top of the concrete floor slab (located under the finished flooring and sub-flooring materials) in each portion of the Unit up to the underside of the concrete floor slab forming all or part of the bottom of the Unit above it, and if there is no Unit above it, then up to the underside of the concrete floor slab forming all or part of the bottom of the floor above it, as shown on the Tax Lot Drawings. Any concrete slabs separating floors of a Unit located on more than one level and any Common Elements located in a Unit shall not be considered part of that Unit.

(b) **Storage Units.** Each Storage Unit is measured as follows: (i) horizontally, from the exterior of one side of the structural framework enclosing the individual storage bin area to the exterior of the other side of the structural framework enclosing the individual storage bin area, and (ii) vertically, from the exterior of the top of the structural framework enclosing the individual storage bin area to the bottom of the structural framework enclosing the individual storage bin area.

(c) **Non-Residential Units.** Each Non-Residential Unit is measured as follows: (i) horizontally from the exterior face of the exterior walls to the midpoint of interior walls and the midpoint of partitions separating one Unit from another Unit, public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements or any Limited Common Elements, and (ii) vertically from the top of the concrete floor slab (located under the finished flooring and sub-flooring materials) in each portion of the Unit up to the underside of the concrete floor slab forming all or part of the bottom of the Unit above it, and if there is no Unit above it, then up to the underside of the concrete floor slab forming all or part of the bottom of the floor above it, as shown on the Tax Lot Drawings. Any concrete slabs separating floors of a Unit located on more than one level and any Common Elements located in a Unit shall not be considered part of that Unit.

(d) **Components of Units.**

(i) Locks on entrance doors to Residential Units and Storage Units and locks on doors accessing Residential Units from an appurtenant terrace are part of the Unit.

(ii) Doors (and appurtenant locks) accessing a Non-Residential Unit from a Common Element or from the outdoors are part of the Unit unless otherwise specified in this Declaration. In this regard, emergency egress doors opening from a Non-Residential Unit into the Residential Area or any portion of the Common Elements, shall not be part of the Non-Residential Unit, but shall be a General Common Element.

(iii) Windows (including, without limitation, plate glass, panes, casements and frames) serving a Non-Residential Unit are part of that Unit.

(iv) Interior non-load-bearing walls and partitions, floor coverings on top of the sub-flooring and plastered ceilings affixed, attached or appurtenant to a Unit are part of that Unit.

(v) The heating, ventilating and air conditioning equipment and sprinkler heads (if any) exclusively servicing a Unit, are part of the Unit, as are any pipes, ducts, wires, flues, conduits or similar facilities connecting such equipment to the Unit if they service the Unit exclusively, from the point at which they enter the Unit. The incremental units for heating and cooling installed in each Residential Unit are part of the Unit and, accordingly, are the responsibility of each Residential Unit Owner to maintain. Electric service lines originating at the sub-meter measuring consumption of electricity in a Non-Residential Unit and branch water lines servicing a Non-Residential Unit exclusively, also are part of the Unit, regardless of where located.

(vi) In general, any facility[1] or facility area located within a Unit and serving only that Unit, is part of that Unit and is not a Common Element, and any facility or facility area located outside of a Unit and serving only that Unit, is part of that Unit and not a Common Element. Access, however, to facilities and facility areas that are part of a Unit and located outside of the Unit, is not absolute, and must be exercised by the affected Unit Owner in a manner that will not unreasonably interfere with the use and operation of the Unit or Common Element in which the facility or facility area is located, as more fully described elsewhere in this Declaration and in the By-laws.

(e) **Rights of Owners Respecting Units.** In light of the foregoing and notwithstanding anything in this Article 2 to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time without the prior consent of the Board of Managers or any Committee thereof, to install, at such Owner's sole cost and expense, in such Owner's

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[1] As used herein, the word "facility" or "facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for the purpose of illustrating the broad scope of that term: structural columns, system, equipment, apparatus, connector, radiator, heat exchanger, mechanism, device, machinery, induction unit, fan coil unit, motor, pump, control, tank or tank assembly, installation, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main, shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, incinerator, canopy, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture or planting tub or box. A "facility area" is the area or room in which the facility is located.

Residential or Non-Residential Unit, improvements, decorations, fixtures and coverings (including, without limitation, painting, wall papering, carpeting, shelving and lighting fixtures), on the surfaces of walls, ceilings and floors that face the interior of the Unit, to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that any such installation shall not impair the structural integrity of the Unit or the Building or the proper functioning of Building systems. In addition, the Owners of Non-Residential Units located on more than one level, if any, shall have the right to connect the levels of their Units by breaking through concrete floor slabs at (and only at) the areas identified as "Knock-Out Panels" on the approved construction drawings for the Building.

(f) **Excluded from Units.** Except as otherwise provided in this Declaration, a Unit shall not be deemed to include foundations, columns, girders, beams, joists, supports, exterior walls, interior load bearing walls, pillars, structural floor slabs or ceilings, central installations and equipment for power, sprinklers, lights, air conditioning, heating, ventilation, and utility lines which are utilized for or serve more than one Unit. Likewise, a Storage Unit shall not include the materials and structural framework out of which the Storage Units are constructed but only the space within such structural framework.

Section 2.4 No Partition. No Unit (including the Common Interest appurtenant thereto), shall be subject to partition from the Condominium or otherwise by the Unit Owner. The foregoing shall not be deemed to prohibit division or combination of Units, provided such action is taken in accordance with procedures outlined in this Declaration and the By-laws.

ARTICLE 3

COMMON INTEREST AND RESIDENTIAL ALLOCATION PERCENTAGES

Section 3.1 General. The aggregate Common Interest of all Units shall equal 100%. This provision of the Declaration may not be amended.

Section 3.2 Determination of Common Interest. The Common Interest of each Unit has been determined pursuant to Section 339-i(1)(ii) of the Condominium Act, and is based on the approximate proportion that the floor area of the Unit on the date of this Declaration bears to the aggregate floor area of all Units on such date, with such proportion reflecting the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements. Specifically where a Unit contains a terrace, approximately 25% of the square foot area of the terrace has been added to the square foot area of the Unit, and, with respect to the Office Unit, 50% of the square footage of the Office Unit located below-grade has been included in the square foot area of the Office Unit, for the purpose of calculating Common Interest. Using the foregoing analysis, the Residential Units and Storage Units represent an aggregate Common Interest of approximately 87.79% and the Non-Residential Units represent an aggregate Common Interest of approximately 12.21%.

Section 3.3 Residential Allocation Percentage. The Residential Allocation Percentage for each Residential and Storage Unit is set forth on **Schedule C** to this Declaration. The

aggregate Residential Allocation Percentage for all Residential and Storage Units shall at all times equal 100%.

Section 3.4 No Separation of Common Interest. The Common Interest may not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even through such interest is not expressly mentioned or described in the conveyance, encumbrance or other instrument.

ARTICLE 4

COMMON ELEMENTS[2]

Section 4.1 Definition of General Common Elements. The General Common Elements consist of all the Common Elements except the Residential Common Elements, the Non-Residential Common Elements and the Limited Common Elements, and include, without limitation, the following:

(a) The Land, including sidewalks thereon or appurtenant thereto, together with all easements, rights and privileges appurtenant thereto but excluding the Amtrak Right of Way Parcel;

(b) The canopy over the main entrance of the Building together with integral lighting installed therein;

(c) All foundations, piles and footings;

(d) Structural columns and pillars;

(e) Girders, beams, joists and supports;

(f) Structural floor slabs and ceilings and all load-bearing partitions and walls;

(g) All roofs of the Building (excluding terraces) and all parapets, fencings and railings on such roofs (including, without limitation, terrace railings, terrace dividers and metal screens separating terrace space from roof space or roof equipment);

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[2] **NOTE:** All references to floor levels in this description are to floor levels as referred to on the Tax Lot Drawings. There are 48 construction floors but there are no floors numbered "2" or "13" at the Building itself, so the Tax Lot Drawings refer to floor levels third sub-cellar through PH-4 (50th Floor).

(h) All exterior landscaping and lighting (including, without limitation, aircraft warning lighting) installed in or on the Property (and excluding lighting installed to illuminate terraces appurtenant to Residential Units);

(i) Service entrance on West 70th Street;

(j) Security office and service hallway on the first floor of the Building;

(k) Closed circuit security cameras;

(l) Stairway 1 and associated stairwells and landings from the third sub-cellar level to the first floor and stairway 3 and associated stairwells and landings from the first floor up;

(m) Doors and doorways leading from stairways 1-3 to the outdoors;

(n) The cooling tower on the roof and associated pumps and condenser water system;

(o) Water meter room, chiller room, boiler room, fuel oil storage rooms, emergency generator room and hydraulic elevator pump room in the third sub-cellar level;

(p) Open space in the second sub-cellar level;

(q) Locker room and general building storage located on first sub-cellar level;

(r) Superintendent's office and workshop, building storage, electric switch gear room, gas meter room, and telephone room, all located in the cellar, and all meters, equipment and appliances therein;

(s) Parcel A Utility Space located in the cellar level of the Building including the meters, equipment and appliances therein;

(t) Alarmed emergency egress doors opening from a Non-Residential Unit or a General Common Element into the Residential Area or any portion of the Common Elements;

(u) Master antenna;

(v) The exterior walls of the Building, excluding windows but including all facade and structural elements of exterior walls;

(w) Sanitary sewer pumping system from the point at which the sanitary sewer line leading from a Unit connects with the Building's main sewer line, to the point at which the Building's main sewer line connects with the municipal sewer system;

(x) Storm drainage system within the Building to the point at which it connects to the municipal storm sewer system;

(y) Amtrak lighting and Amtrak overbuild ventilation system including, without limitation, Amtrak ventilation control panel closet on first floor;

(z) Fire standpipe system serving the Amtrak overbuild;

(aa) All passages and corridors, areas, rooms and other spaces, located at the Property and serving or benefitting (i) at least one Residential Unit and at least one Non-Residential Unit and/or (ii) at least one Residential Unit Owner and at least one Non-Residential Unit Owner; and

(ab) All other facilities of the Property (including but not limited to shafts, pipes, wires, ducts, vents, cables, chases, conduits and lines), which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of at least one Residential Unit and at least one Non-Residential Unit, and/or at least one Residential Unit Owner and at least one Non-Residential Unit Owner.

Section 4.2 Residential Common Elements. These are Common Elements of the Building that are located in or exclusively serve the Residential Area and are not General Common Elements, Non-Residential Common Elements or Limited Common Elements. They include, without limitation, the following:

(a) Building entrance on West 70th Street, Residential Area lobby, concierge desk, Residential Area elevator lobbies, mail room, sitting room, Health Club, garden vestibule, children's room, function room, billiard room, valet area and package room on first floor;

(b) Pram room and bike room at cellar level;

(c) Stairway 1 and associated stairwells and landings from second floor up and stairway 2 and associated stairwells and landings;

(d) Exterior windows, including without limitation, panes, casements and frames, in Residential Units;

(e) Entrance doors (excluding locks) to Residential Units from common corridors, and doors (excluding locks) accessing a Residential Unit from an appurtenant terrace;

(f) The master meter measuring the electricity consumed in the Residential Area;

(g) Intercom system;

(h) Cable television, data and communications systems installed in the Building as of the date of this Declaration;

(i) Health Club on the first floor, and pool, furnishings and recreational facilities contained in the Health Club;

(j) Six (6) passenger elevators and two (2) service elevators, and the shafts, pits and mechanical rooms associated therewith;

(k) Refuse chutes and trash compactors;

(l) Compactor rooms in cellar; and

(m) All passages and corridors, areas, rooms and other spaces located at the Property and serving or benefitting the Residential Unit Owners and/or the Residential Area, exclusively.

Section 4.3 Non-Residential Common Elements. To the extent they exist, these are Common Elements of the Building that are located in or serve exclusively the Non-Residential Area and are not General Common Elements, Residential Common Elements or Limited Common Elements. As of the date of this Declaration there are no Common Elements falling into the category of Non-Residential Common Elements.

Section 4.4 Limited Common Elements.

(a) Limited Common Elements are Common Elements of the Building that serve only a specified Unit or Units and thus are restricted in use to the Owner (or Owners, as applicable) of that Unit (or Units, as applicable), and/or to such other occupant(s) of the Unit(s) as the Owner(s) shall permit, subject to the right of the Board of Managers (or the Residential Committee if same are in the Residential Area or the Non-Residential Committee if same are in the Non-Residential Area) to enter upon such Limited Common Elements to make structural repairs or structural replacements thereto, and subject to the Rules and Regulations.

(b) The Residential Limited Common Elements include, without limitation, the following: each exterior terrace shown on the Tax Lot Drawings is a Limited Common Element appurtenant to the Residential Unit adjacent thereto. Any pavers, decking and drains on the terrace, any hose bib, and all electrical outlets, as well as lighting and light fixtures installed as part of the original construction of the Building for purposes of illuminating the terrace, also are Limited Common Elements appurtenant to the Unit.

(c) The Storage Unit Limited Common Elements include the structural framework and materials out of which the Storage Units are constructed.

(d) In no event shall Limited Common Elements ever include or be deemed to include, (i) load bearing walls, (ii) other components of the Building critical to the structural integrity of the Building, or (iii) any portion of the roof of the Building.

(e) Each Unit Owner having the exclusive right to use a Limited Common Element shall have the obligation, at the Unit Owner's sole expense, for day-to-day maintenance, including, without limitation, cleaning of debris from drains and general cleaning and repair of said Limited Common Element, in accordance with the applicable provisions of this Declaration and the By-laws.

Section 4.5 Superintendent's Unit. It is anticipated that Residential Unit 1A will be conveyed by Declarant to the Board of Managers following the recording of this Declaration and that at least initially, Residential Unit 1A will be for use and occupancy by the Building superintendent. While Residential Unit 1A is so owned and used, Unit Owners will pay all costs associated with that Unit as part of their Common Charges, in the same manner as if the Superintendent's Unit were a General Common Element. However, the Board of Managers is not required to use the designated Unit as a residence for the superintendent in perpetuity, and may use its discretion as to whether that use shall be continued in the future. The Board of Managers shall have the right to sell or lease this Unit in its discretion.

Section 4.6 No Severability or Partition. The Common Elements are not subject to partition nor are they severable from Units, except in accordance with the Condominium Act.

Section 4.7 71st Street Public Access Area. Though the 71st Street Public Access Area is not part of the Condominium, the Board of Managers is responsible for its insurance, maintenance, repair and replacement, and the cost of real estate taxes thereon in accordance with the Property Owners Declaration. For most purposes of this Declaration and the By-laws attached hereto, maintenance, repair and replacement of the 71st Street Public Access Area (with the exception of rebuilding after casualty) and the insurance of and taxes on the 71st Street Public Access Area, shall be treated by the Board of Managers as if the 71st Street Public Access Area and the Public Access Easement thereon were a General Common Element of the Condominium. As such, the Board shall be responsible for these items, the costs of which shall be General Common Expenses of the Condominium, and the Unit Owners shall pay such costs as part of their Common Charges. Notwithstanding the foregoing, the Owner of Parcel A shall be responsible for its proportionate share of the costs associated with insurance, maintenance, taxes on and repair and replacement of the 71st Street Public Access Area and the Public Access Easement thereon in accordance with the Property Owners Declaration. In accordance with the Property Owner's Declaration, Parcel A's proportionate share is 36% and the Condominium's proportionate share is 64%. Also in accordance with the Property Owners Declaration, the Board of Managers is the "Dominant Owner" with respect to the 71st Street Public Access Area, and as such has the responsibilities and obligations imposed on the Dominant Owner pursuant to the Property Owners Declaration.

ARTICLE 5

USE OF AND ACCESS TO COMMON ELEMENTS

Section 5.1 General Use of and Access to Common Elements.

(a) The Common Elements shall be used for the benefit of applicable Unit Owners (depending on the type of Common Element involved), the furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and reasonable use. Each Unit Owner may use the Common Elements in accordance with the purposes for which they were intended and the limitations in use described in this Declaration, without hindering the exercise of or encroaching upon the rights of other Unit Owners, their tenants, licensees, invitees, clients or guests. A Unit Owner may not obstruct the Common Elements. The provisions of this Section 5.1 shall not prevent the Board of Managers or this Declaration from granting to a particular Unit Owner substantially exclusive rights or advantages in a part or parts of the Common Elements by reason of that Owner's ownership of a particular Unit or Units. Any exclusive right to use a General Common Element granted by the Board of Managers and any exclusive right to use a Residential Common Element granted by the Residential Committee, shall be effectuated by a revocable license, which license shall include, among other things, standards for revocation giving due consideration to the nature and cost of improvements made to or on the Common Elements by the Unit Owner to whom the license is granted.

(b) The Board of Managers shall, if any question arises, determine the purpose for which a General Common Element is intended to be used. The Board of Managers shall have the right to regulate access to General Common Elements and to promulgate rules and regulations scheduling the use of General Common Elements, and limiting the use of General Common Elements to Unit Owners, their tenants, licensees, invitees, clients, guests and employees, as well as providing for the exclusive use of a General Common Element by a Unit Owner and such Unit Owner's guests, for special occasions. Such use may be conditioned upon, among other things, the payment by the Unit Owner (or other person or entity) seeking such use, of such assessment as may be established by the Board of Managers for the purpose of defraying the costs of such use.

(c) The Residential Committee shall, if any question arises, determine the purpose for which a Residential Common Element or a Limited Common Element appurtenant to a Residential Unit, is intended to be used. The Residential Committee shall have the same right to regulate access to Residential Common Elements and to promulgate rules and regulations regulating and scheduling use of the Residential Common Elements, as the Board of Managers has with respect to the General Common Elements, pursuant to Section 5.1(b) of this Declaration.

(d) The Non-Residential Representative shall, if a question arises, determine the purpose for which a Non-Residential Common Element or a Limited Common Element appurtenant to a Non-Residential Unit, is intended to be used. The Non-Residential Representative shall have the same right to regulate access to Non-Residential Common Elements and to promulgate rules and regulations regulating and scheduling use of the Non-Residential Common Elements as the Board of Managers has with respect to the General Common Elements, pursuant to Section 5.1(b) of this Declaration.

(e) Notwithstanding anything to the contrary in this Declaration or the By-laws annexed hereto, the area of the Building classified as Parcel A Utility Space, though technically a General Common Element, shall generally be restricted in use to the Owner of Parcel A, in connection with the construction and operation of a building on Parcel A, when and if same shall be constructed. As such, the Owner of Parcel A, and the contractors and agents of the owner of Parcel A, shall be deemed to have an easement of access to and use of the Parcel A Utility Space, which may be exercised at any time on reasonable prior notice to the Board of Managers, except in the case of emergency when no prior notice shall be required. The Board of Managers and its contractors, agents and employees shall have access to the Parcel A Utility Space to inspect same from time to time, upon reasonable prior notice to the Owner of Parcel A, and at any time, without prior notice to the Owner of Parcel A, in the case of emergency.

(f) Notwithstanding anything in this Declaration or in the By-laws to the contrary, a Unit Owner may gain access to any mechanical equipment rooms described as General or Residential Common Elements in this Declaration, only through clearance by the Board of Managers and under such supervision as the Board shall reasonably require.

Section 5.2 Easements for Utilities, Pipes and Conduits.

(a) Each Unit Owner and said Unit Owner's agents, contractors, invitees, licensees and employees shall have in common with all other Unit Owners, an easement of access to all other Units and to the Common Elements, and each Unit and the Common Elements shall be subject to such easement, as may be necessary for such Unit Owner to use, install, operate, maintain, repair, rebuild, restore and replace, as necessary, such Owner's Unit including, if any, the pipes, wires, flues, ducts and conduits which are part of the Unit running from the meters or equipment servicing such Unit to the Unit.

(b) Each Unit Owner shall have an easement in common with the Owners of all other Units to use, in accordance with then present use and present available facilities, all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use, in accordance with then present use and present available facilities, Common Elements serving such other Units and located in such Unit.

Section 5.3 Access Easement of Board of Managers, Residential Committee and Non-Residential Representative.

(a) Subject to the provisions of Section 5.4 of this Declaration and the notice provisions in the By-laws, the Board of Managers, its members, agents, contractors and employees, shall have an easement and a right of access to each Unit to (i) inspect the Unit in seeking to identify the source or cause of a plumbing, mechanical or other problem in the Building, (ii) remove violations from the Unit, (iii) maintain, repair or improve pipes, wires, ducts, cables, conduits and utility lines or other Common Element located in any Unit, (iv) make repairs to the Unit to prevent damage to the Common Elements or to any other Unit or (v) abate any violation of any law, ordinance, statute or rule of any governmental authority having jurisdiction thereof. The Board shall have an easement and right of access to all Common Elements (irrespective of the restricted nature of such Common Elements) to remove violations, to prevent harm or damage

to other Common Elements or Units, Owners, occupants or users of the Property, and for inspection, maintenance, repair or improvement.

(b) The Residential Committee, its members, agents, contractors and employees, shall have the same easement and right of access to Residential Units, Residential Common Elements, General Common Elements located in the Residential Area and the Residential Area generally, as granted to the Board with respect to all Units and all Common Elements in Section 5.3(a) of this Declaration.

(c) The Non-Residential Representative, its members, agents, contractors and employees, shall have the same easement and right of access to Non-Residential Units, Non-Residential Common Elements, General Common Elements located in the Non-Residential Area and the Non-Residential Area generally, as granted to the Board with respect to all Units and all Common Elements in Section 5.3(a) of this Declaration.

Section 5.4 Exercise of Easements.

(a) The easements authorized pursuant to Sections 5.2 and 5.3 of this Declaration shall be exercised in such a manner as will not materially or unreasonably interfere with the normal conduct of business of an Owner, tenant(s) or other occupant(s) of any Unit, in the event access is needed, or with the use of any Units (and the Limited Common Elements appurtenant thereto) or the Common Elements, for their permitted purposes. Any pipes, wires, ducts or other facilities installed, operated, maintained and/or used pursuant to said easements, if located within the normal view of the occupants, patrons, customers, tenants or other users of Common Elements, a Unit or the use or businesses located therein, shall be reasonably consistent with the aesthetic character of the Unit or Common Element (General, Residential, Non-Residential or Limited), in, on or through which the facility is located, and if installed, operated or maintained within a Unit, shall not be so installed, operated or maintained without the Unit Owner's prior written consent, which consent shall not be unreasonably withheld or delayed. Entry shall be permitted on reasonable prior notice to the applicable Unit Owner(s), except that notice will not be necessary in the case of an "emergency" (i.e., a condition requiring inspection, repair or replacement immediately necessary for the preservation or safety of the Property, or for the safety of occupants or users of the Property, or required to avoid the suspension of any necessary service to the Property).

(b) If the Board of Managers (or the Residential Committee or the Non-Residential Representative, as applicable) requires entry into a Unit, or if one Unit Owner requires entry into another Owner's Unit, in either case during non-business hours or any other period when there ordinarily would not be security or other occupants present in the Unit, the Unit Owner whose Unit is being entered shall have the right to make reasonable arrangements for security of the Unit and its contents and oversight of the work being performed, during such period as access and entry shall continue. The cost of such security and oversight shall be borne exclusively by the party (i.e., the Board of Managers, the Residential Committee, the Non-Residential Representative or the Unit Owner, as applicable), requiring the access and entry.

(c) Neither the Board of Managers, the Residential Committee nor the Non-Residential Representative, as applicable, shall perform any work in a Unit to cure a violation or

problem therein arising out of the action or failure to act of the Unit Owner or a tenant or other occupant of the Unit (except emergency work pursuant to the foregoing), unless the Board of Managers (or the Residential Committee or the Non-Residential Representative, as applicable) has given the Unit Owner notice of and opportunity to cure the violation or other problem emanating from Owner's Unit, in accordance with the By-laws.

Section 5.5 Easement for Encroachments. If any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches or shall hereinafter encroach upon another Unit or the Common Elements as a result of: (i) the reconstruction or settling or shifting of the Building, or (ii) any repair or restoration made by the Board of Managers, the Residential Committee or the Non-Residential Representative, to the Building, any Unit or the Common Elements, or (iii) any reconstruction after a partial or total destruction as a result of a fire or other casualty or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall and does exist, provided, however, that the encroachment is de minimis and does not materially or unreasonably interfere with the normal conduct of business of the Owner, tenant(s) or other occupant(s) of the Unit, or Common Element being encroached upon, or with the use of the Common Element or Unit being encroached upon, for its or their permitted purposes. Such easements as provided in this Section shall exist so long as the Building shall stand.

Section 5.6 Easements of Necessity and Emergency Egress. Each Unit shall have and each Unit shall be subject to all easements of necessity and emergency egress in favor of such Unit or in favor of other Units and the Common Elements.

Section 5.7 Declarant's and Board's Easements.

(a) Declarant and/or its designee and their respective successors and assigns shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purposes of advertising the sale or lease of any Unit owned by it or them and shall have an additional easement providing access in and to all Units and Common Elements consistent with the Offering Plan, including without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units.

(b) Declarant and/or its designee and the Board of Managers shall have the right to grant such electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Residential Area, the Non-Residential Area or the Property generally, as the case may be, as Declarant and/or its designee, or the Board of Managers, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the Owners, tenants and occupants of the Units, provided that such additional utility easements or the relocation of existing utility easements will not prevent or unreasonably interfere with the normal conduct of business of the Owner, tenant(s) or other occupant(s) of Non-Residential Units or with the use of the Residential or Storage Units for their permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the Owner, tenant(s) or other occu-

pant(s) of Non-Residential Units or with the use of the Residential or Storage Units for their permitted purposes.

Section 5.8 Non-Residential Unit Owner Easements. Each Non-Residential Unit Owner and said Unit Owner's respective successors and assigns, shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property, for the purposes of advertising the sale or lease of all or any portion of that Owner's Non-Residential Unit and the operation of any business of Owner or a tenant or other occupant of all or any portion of that Owner's Non-Residential Unit, subject in all events, however, to the provisions and conditions of the By-laws respecting signage, including, without limitation, the obligation to obtain the consent of the Board of Managers prior to erecting or affixing any sign. In addition, the Owner of the Garage Unit shall have the right to break through the north wall of Garage Unit and thereby cause the Garage Unit to be connected to the garage in the building on Development Parcel A, when and if a building on Parcel A is constructed.

Section 5.9 Responsibility and Indemnity. The user of any easement granted by the above subparagraphs of this Article 5 shall have the responsibility of repairing any damage to the Common Elements or to any other Unit directly or indirectly resulting from the exercise of the easement. Additional obligations respecting maintenance and repair of Units and Common Elements arising out of these access and easement rights are found in the By-laws. Unit Owners shall be obligated to indemnify other Unit Owners and the Board of Managers, (or the Residential Committee or the Non-Residential Representative, as applicable) and the Board of Managers (or the Residential Committee or the Non-Residential Representative, as applicable) shall be obligated to indemnify Unit Owners, in connection with loss, damage or liability arising out of that party's exercise of rights pursuant to the easements granted in this Article 5.

Section 5.10 Easement Agreement with Owner of Parcel A. The Board of Managers shall be authorized to enter into an easement agreement with the Owner of Parcel A, incorporating the pertinent provisions of the foregoing discussion and otherwise addressing access to and use by the Owner of Parcel A, of the Parcel A Utility Space.

ARTICLE 6

CONDOMINIUM GOVERNANCE; SERVICE OF PROCESS

Section 6.1 Board of Managers. The affairs of the Condominium shall be governed and controlled by a Board of Managers, as described in the By-laws. When in this Declaration or in the By-laws an action is to be undertaken, or is authorized to be done by the Condominium, it shall mean the Condominium acting through its Board of Managers, unless the text clearly requires another interpretation (i.e., through a vote of the Unit Owners). When the Board of Managers is authorized or obligated to act, it shall be acting on behalf of all Unit Owners in the Condominium.

Section 6.2 Residential Committee. The affairs of the Residential Area shall be governed and controlled by the Residential Committee, as described in the By-laws. When the

Residential Committee is authorized or obligated to act, it shall be acting on behalf of all Residential Unit Owners.

Section 6.3 Non-Residential Representative. The affairs of the Non-Residential Area shall be governed and controlled by the Non-Residential Representative, as described in the By-laws. When the Non-Residential Representative is authorized or obligated to act, it shall be acting on behalf of all Non-Residential Unit Owners.

Section 6.4 Administration. The administration of the Condominium shall be in accordance with the provisions of this Declaration and the By-laws.

Section 6.5 Service of Process. The Secretary of State is hereby designated as agent of the Board of Managers upon whom process against the Board of Managers may be served. Service of process on the Secretary of State as agent for the Board of Managers shall be made personally, by delivering to and leaving with the Secretary of State or his or her deputy, or with any person authorized by the Secretary of State to receive such service, at the office of the Department of State in Albany, New York, duplicate copies of such process together with the statutory fee, which shall be a taxable disbursement. Service of process on the Board of Managers shall be complete when the Secretary of State is so served. The Secretary of State is required under the Condominium Act to promptly send one of such copies by certified mail, return receipt requested, to the Board of Managers, at the post office address on file with the Department of State, specified for such purpose. ***The Board of Managers is required under the Condominium Act to file with the Secretary of State the name and post office address to which the Secretary of State shall mail a copy of any process served upon the Secretary of State, and to update such filing as necessary. As of the date of recording this Declaration, such address is c/o The Trump Corporation, 725 Fifth Avenue, New York, NY 10022, Attn: Property Manager.***

ARTICLE 7

POWER OF ATTORNEY TO BOARD OF MANAGERS, RESIDENTIAL COMMITTEE AND NON-RESIDENTIAL REPRESENTATIVE

Section 7.1 Power of Attorney.

(a) Each Unit Owner at the time of closing of title to said Owner's Unit, shall grant to Declarant, to the persons who shall from time to time constitute the Board of Managers, and with respect to Residential Unit Owners only, to the persons who shall from time to time constitute the Residential Committee, and with respect to Non-Residential Unit Owners only, to the persons who shall from time to time constitute the Non-Residential Representative, an irrevocable power of attorney, coupled with an interest (in such form and content as the Board of Managers, Residential Committee and Non-Residential Representative shall determine) to, following due authorization of the Unit Owners in accordance with the By-laws, (i) acquire or lease any Unit, together with its Appurtenant Interests (as defined in Article 8 of this Declaration), from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, upon such terms and conditions as set forth in the By-laws, (ii) acquire any Unit, together with its Appurtenant Interests, whose Owner elects to surrender or abandon same pursuant to the By-laws, and (iii)

acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar judicial sale, on such terms and at such price or rental as the case may be, as the attorneys-in-fact deem proper. Any such acquisition or lease shall be in the name of the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, or their designee, corporate or otherwise, on behalf of all Unit Owners (or on behalf of all Residential Unit Owners, or on behalf of all Non-Residential Unit Owners, as applicable). The power of attorney shall authorize the holders thereof, after any such acquisition or lease, to convey, sell, lease, sublease, mortgage or otherwise deal with any such Unit so acquired by them or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine.

(b) The power of attorney shall also authorize the Declarant, the Board of Managers and the Residential Committee or the Non-Residential Representative, as applicable, to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium which the Declarant, Board of Managers or the Residential Committee or the Non-Residential Representative, as applicable, deems reasonably 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, or any agreement of record, applicable to the operation, maintenance, demolition, construction, alteration, repair or restoration of the Condominium, (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium which the Declarant, Board of Managers or the Residential Committee on the Non-Residential Representative, as applicable, deems necessary or appropriate, or (iii) any instrument affecting the Unit in connection with any petition seeking administrative and judicial review of an assessment made in accordance with Real Property Law § 339-y(i) which the Unit Owner, by written authorization, may have authorized the Board of Managers to undertake.

Section 7.2 Limitation on Authority. The power of attorney shall explicitly prohibit the Board of Managers and the Residential Committee from acting so as to adversely affect the rights or interest of Declarant or of a Non-Residential Unit Owner without the prior written consent of any such adversely affected party. Likewise, the power of attorney shall explicitly prohibit the Board of Managers and the Non-Residential Representative from acting so as to adversely affect the rights or interest of Declarant or of a Residential Unit Owner, without the prior consent of such adversely affected party.

Section 7.3 Recording. The Board of Managers shall cause the power of attorney to be recorded in the office of the Register of the City of New York, New York County, at the expense of the Unit Owner immediately upon the Board of Managers' receipt thereof.

ARTICLE 8

ACQUISITION AND SALE OR LEASE OF UNITS BY BOARD OF MANAGERS, RESIDENTIAL COMMITTEE OR NON-RESIDENTIAL REPRESENTATIVE

Section 8.1 Generally.

(a) In the event (i) any Residential or Non-Residential Unit Owner shall surrender said Owner's Unit, together with (x) the Common Interest appurtenant thereto, (y) the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, the Residential Committee, the Non-Residential Representative or any of their designees, on behalf of Unit Owners, or the proceeds of the sale or lease thereof, if any, and (z) the interest of such Residential or Non-Residential Unit Owner in any other assets of the Condominium (the items listed in clauses (x), (y) and (z) are hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, or in the event (ii) the Board of Managers, the Residential Committee or the Non-Residential Representative shall acquire or lease a Unit from any Unit Owner together with the Appurtenant Interests, pursuant to the By-laws or otherwise, or in the event (iii) the Board of Managers, the Residential Committee or the Non-Residential Representative shall purchase at a foreclosure or similar sale, a Residential or Non-Residential Unit, together with the Appurtenant Interests, title to any such Unit together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests (or if title is acquired by the Residential Committee, it shall be held on behalf of all Residential Unit Owners, in proportion to their Residential Allocation Percentages and if title is acquired by the Non-Residential Representative, it shall be held on behalf of all Non-Residential Unit Owners, in such proportion as the Non-Residential Representative shall determine to be fair and equitable).

(b) The lease covering any Unit leased by the Board of Managers, Residential Committee, Non-Residential Representative or any of their designees, shall be held by the Board of Managers (or the Residential Committee or Non-Residential Representative), or any of their designees, on behalf of all Unit Owners (or on behalf of the Residential Unit Owners or the Non-Residential Unit Owners, as applicable), in proportion to their Common Interests (or allocation percentages, as applicable).

(c) Any profit upon any sale of (i) a Residential or Storage Unit so acquired by the Board of Managers (or the Residential Committee), shall accrue to the benefit of the Residential Unit Owners, and (ii) a Non-Residential Unit so acquired shall accrue to the benefit of all Unit Owners.

ARTICLE 9

CONDOMINIUM INSTRUMENTS RUN WITH THE LAND

Section 9.1 All Owners, Tenants and Occupants Subject to Condominium Instruments Which Run With the Land. All present and future Unit Owners, tenants, occupants or any other person that might use the Units or the facilities of the Property in any manner, are subject to the provisions of this Declaration, the By-laws, and Rules and Regulations of the Condominium, as they may be amended from time to time. The acceptance of a deed of conveyance of, or the entering into of a lease for all or any portion of, or the entering into occupancy of all or any portion of a Unit shall signify that the provisions of this Declaration and the By-laws and Rules and Regulations of the Condominium, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such

Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

ARTICLE 10

AMENDMENT AND TERMINATION

Section 10.1 Amendment.

(a) Except for the rights of Declarant set forth in this Article 10 and elsewhere in this Declaration to amend this Declaration itself, and the right of the Board of Managers to cause this Declaration to be amended to reflect the alteration of Common Elements by the Board (or otherwise) and the alteration, combination or division of Unit(s) by Unit Owners (or otherwise), as discussed in this Declaration and in the By-laws, this Declaration may be modified, altered, amended or added to only at a duly called meeting of Unit Owners, provided that:

(i) a notice of the meeting containing a full statement of the proposed amendment has been sent to all Unit Owners in accordance with Section 3.4 of the By-laws;

(ii) Unit Owners representing at least 66 2/3% in number and Common Interest of Units, voting in person or by proxy approve the amendment at the meeting; and

(iii) the amendment, in the form approved at the meeting, is duly recorded in the City Register's Office.

(b) Notwithstanding the foregoing, while Declarant is the only Unit Owner, Declarant may amend this Declaration without the necessity of calling a meeting.

(c) (i) Declarant and its successors and assigns shall have the further right, without the necessity of calling a meeting and without the vote or prior consent of any other Unit Owners and without the prior consent of the Board of Managers, the Residential Committee, the Non-Residential Representative or the holders of Unit mortgages, to execute (or to require the Board of Managers to execute) and to record in the City Register's Office, an amendment to this Declaration and/or to the By-laws annexed hereto, to reflect changes in number, size, layout, etc. in Units owned by Declarant, and any reapportionment of Common Interest and Residential Allocation Percentage necessitated by such change, and to file simultaneously with said amendment, any amendment to the Tax Lot Drawings necessitated by such change, pursuant to Declarant's rights set forth in Section 7.8 of the By-laws and elsewhere and to reflect any related modifications arising out of such changes.

(ii) Declarant, its affiliates and its successors and assigns shall also have the right, regardless of how many Units it owns or how many other Unit Owners shall exist, to amend this Declaration and the By-laws annexed hereto, and the Tax Lot Drawings, without calling a meeting and without obtaining any other party's consent, to effect changes and/or

corrections consistent with Declarant's rights and obligations hereunder and under the Offering Plan.

(iii) Any amendments and filings made by Declarant pursuant to the foregoing shall be at Declarant's sole cost and expense, unless Declarant shall arrange otherwise with a party on whose behalf the modifications are being made.

(d) An instrument evidencing an amendment to this Declaration must be duly recorded in the City Register's Office. Such instrument need not contain the written consent of the required number of Unit Owners, but shall contain a certification by the Board of Managers, or Declarant, if applicable, that the consents, if any, required for such change have been received and filed with the Board of Managers. With certain exceptions discussed below, the costs and expenses of preparing and recording an amendment to the Declaration pursuant to this Article 10 shall be borne by the Unit Owners as a Common Expense. However, Declarant shall bear its costs with respect to amendments filed pursuant to Section 10.1(b), and Declarant shall, if applicable, bear the costs referred to in Section 10.1(c)(iii). Further, if an amendment is necessitated as a result of alteration work performed by a Unit Owner, the Unit Owner shall bear the expense of preparing and recording the amendment, although the Board shall bear the responsibility of recording such amendment, provided it has approved same in accordance with this Declaration and the By-laws.

(e) Copies of amendments to this Declaration will be furnished by the Board of Managers to Unit Owners (as a General Common Expense) if the amendment is prepared and recorded by the Board of Managers and affects the Condominium as a whole. Amendments filed by the Board of Managers on behalf of a Unit Owner shall be duplicated and distributed to all Unit Owners at the amending Unit Owner's sole cost and expense.

(f) No amendment to this Declaration may be passed which (i) adversely affects Declarant's rights hereunder with respect to the sale or leasing of Units owned by it or the making of alterations, additions and improvements to Units owned by it, or (ii) which adversely affects Declarant's rights hereunder in any way whatsoever, without Declarant's prior written consent.

Section 10.2 Termination and Withdrawal. The Condominium shall not be terminated or withdrawn from the Condominium Act except in accordance with this Declaration, the By-laws, and all laws, ordinances and regulations applicable to the Property at the time termination or withdrawal is desired. In this regard, the Condominium may be terminated following a loss due to casualty or condemnation, as more fully described in the By-laws. In addition, the Condominium may be withdrawn from the provisions of the Condominium Act by the affirmative vote of Unit Owners representing at least 80% in number and Common Interest of Units. If withdrawal of the Condominium from the Condominium Act is authorized as provided in this Section 10.2, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale arising out of the partition action shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

ARTICLE 11

GENERAL

Section 11.1 Declarant's Rights and Obligations. Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant any obligation of any nature to build, construct or provide any improvements on the Property. All rights accruing to Declarant hereunder shall also accrue to an affiliate of Declarant, or any entity appointed by Declarant as its designee, or any person or entity succeeding to Declarant's rights hereunder. As used in this Declaration, an affiliate of Declarant shall be deemed to be (i) a person or entity who or which owns more than 25% of the legal or beneficial interest of Declarant, or (ii) an entity with respect to which Declarant owns more than 25% of the legal or beneficial interest, or (iii) an entity owned or controlled directly or indirectly by the principal shareholder of the general partner of Declarant.

Section 11.2 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been made.

Section 11.3 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

Section 11.4 Captions. The captions in the Condominium Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision thereof.

Section 11.5 Conflicts. Conflicts between this Declaration and the By-laws attached hereto shall be resolved in favor of this Declaration. Conflicts between this Declaration and the Condominium Act shall be resolved in favor of the Condominium Act.

IN WITNESS WHEREOF, Hudson Waterfront Company B, LLC has caused this Declaration to be executed this ____ day of _____, ____.

HUDSON WATERFRONT COMPANY B, LLC
By: Hudson Waterfront Associates II, L.P.
By: Hudson Waterfront II, Corporation

By:_____
Name: Paul VanDien Davis
Title: Vice President

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

On this ____ day of _____, before me the undersigned, personally appeared Paul VanDien Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

LIST OF SCHEDULES

Schedule A - Legal Description

Schedule B - Unit Designations, Common Interest and Related Information

Schedule C - Residential Allocation Percentages

Schedule D - By-laws of the Condominium

SCHEDULE A

LEGAL DESCRIPTION

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

SCHEDULE B

220 RIVERSIDE BOULEVARD AT TRUMP PLACE

Declaration Establishing Condominium Ownership of 220 Riverside Boulevard at Trump Place

Description of Units

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
1 A	2+ / 2	1,534		0.2420%	N & Courtyard	Courtyard
3 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
4 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
5 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
6 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
7 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
8 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
9 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
10 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
11 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
12 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
14 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
15 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
16 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
17 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
18 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
19 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
20 A	1 / 1.5	979		0.1545%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
21 A(T)	1+ / 1.5	1,177		0.2047%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
22 A	1+ / 1.5	1,106		0.1745%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
23 A	1+ / 1.5	1,177		0.1857%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
24 A	3+ / 3	1,859		0.2933%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
25 A	3+ / 3	1,859		0.2933%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
26 A	3+ / 3	1,872		0.2954%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
27 A	3+ / 3	1,872		0.2954%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
28 A	3+ / 3	1,872		0.2954%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
29 A(T)	2+ / 2	1,367		0.2319%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
30 A	2+ / 2	1,367		0.2157%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
31 A(T)	3+ / 3	1,898		0.3179%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
32 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
33 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
34 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
35 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
36 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
37 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
38 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
39 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
40 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
41 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
42 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
43 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
44 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
45 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
46 A	3+ / 3	1,898		0.2995%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
PH1 A	4+ / 4.5	2,868		0.4525%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
PH2 A	4+ / 4.5	2,868		0.4525%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
PH3 A	4+ / 4.5	2,868		0.4525%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
PH4 A	4+ / 4.5	2,868		0.4525%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
3 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
4 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
5 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
6 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
7 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
8 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
9 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
10 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
11 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
12 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
14 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
15 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
16 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
17 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
18 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
19 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
20 B	1 / 1	880		0.1389%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
21 B(T)	3+ / 3	2,025		0.3444%	N	Elevator, Fire Stairs, Hallway, Trash Chute
22 B	0 / 1	671		0.1059%	N	Elevator, Fire Stairs, Hallway, Trash Chute
23 B	0 / 1	671		0.1059%	N	Elevator, Fire Stairs, Hallway, Trash Chute
24 B	2 / 2	1,444		0.2278%	N	Elevator, Fire Stairs, Hallway, Trash Chute
25 B	2 / 2	1,444		0.2278%	N	Elevator, Fire Stairs, Hallway, Trash Chute
26 B	2 / 2	1,431		0.2258%	N	Elevator, Fire Stairs, Hallway, Trash Chute
27 B	2 / 2	1,431		0.2258%	N	Elevator, Fire Stairs, Hallway, Trash Chute
28 B	2 / 2	1,431		0.2258%	N	Elevator, Fire Stairs, Hallway, Trash Chute
29 B	2 / 2	1,451		0.2290%	N	Elevator, Fire Stairs, Hallway, Trash Chute
30 B	2 / 2	1,451		0.2290%	N	Elevator, Fire Stairs, Hallway, Trash Chute
31 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
32 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
33 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
34 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
35 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
36 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
37 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
38 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
39 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
40 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
41 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
42 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
43 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
44 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
45 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
46 B	2+ / 2	1,429		0.2255%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
PH1 B	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
PH2 B	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
PH3 B	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
PH4 B	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
3 C	1 / 1	800		0.1262%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
4 C	1 / 1	800		0.1262%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
5 C	1 / 1	800		0.1262%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
6 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
7 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
8 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
9 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
10 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
11 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
12 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
14 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
15 C	1 / 1	783		0.1235%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
16 C	1 / 1	755		0.1191%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
17 C	1 / 1	755		0.1191%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
18 C	1 / 1	755		0.1191%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
19 C	1 / 1	755		0.1191%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
20 C	1 / 1	755		0.1191%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
21 C	3+ / 3	1,833		0.2892%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
22 C	2 / 2	1,384		0.2184%	N	Elevator, Fire Stairs, Hallway, Trash Chute
23 C	2 / 2	1,384		0.2184%	N	Elevator, Fire Stairs, Hallway, Trash Chute
24 C	3+ / 3	1,833		0.2892%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
25 C	3+ / 3	1,833		0.2892%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
26 C	3+ / 3	1,833		0.2892%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
27 C	3+ / 3	1,833		0.2892%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
28 C	3+ / 3	1,833		0.2892%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
29 C	3+ / 3	1,823		0.2876%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
30 C	3+ / 3	1,823		0.2876%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
31 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
32 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
33 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
34 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
35 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
36 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
37 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
38 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
39 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
40 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
41 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
42 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
43 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
44 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
45 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
46 C	2+ / 2	1,429		0.2255%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
PH1 C	2+ / 2	1,436		0.2266%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
PH2 C	2+ / 2	1,436		0.2266%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
PH3 C	2+ / 2	1,436		0.2266%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
PH4 C	2+ / 2	1,436		0.2266%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
3 D	0 / 1	775		0.1223%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
4 D	0 / 1	775		0.1223%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
5 D	0 / 1	775		0.1223%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
6 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
7 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
8 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
9 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
10 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
11 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
12 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
14 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
15 D	1+ / 1.5	1,052		0.1660%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
16 D	1+ / 1.5	1,025		0.1617%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
17 D	1+ / 1.5	1,025		0.1617%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
18 D	1+ / 1.5	1,025		0.1617%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
19 D	1+ / 1.5	1,025		0.1617%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
20 D	1+ / 1.5	1,025		0.1617%	E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
21 D	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
22 D	3+ / 3	1,833		0.2892%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
23 D	3+ / 3	1,833		0.2892%	N & E	Elevator, Fire Stairs, Hallway, Trash Chute
24 D	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
25 D	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
26 D	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
27 D	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
28 D	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
29 D	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
30 D	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
31 D(T)	3+ / 3	1,915		0.3206%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
32 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
33 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
34 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
35 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
36 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
37 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
38 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
39 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
40 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
41 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
42 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
43 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
44 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
45 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
46 D	3+ / 3	1,915		0.3022%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
3 E	1 / 1	875		0.1381%	E	Elevator, Fire Stairs, Hallway, Trash Chute
4 E	1 / 1	875		0.1381%	E	Elevator, Fire Stairs, Hallway, Trash Chute
5 E	1 / 1	875		0.1381%	E	Elevator, Fire Stairs, Hallway, Trash Chute
6 E(T)	2+ / 2	1,512		0.2727%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
7 E	2+ / 2	1,512		0.2386%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
8 E	2+ / 2	1,512		0.2386%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
9 E	2+ / 2	1,512		0.2386%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
10 E	2+ / 2	1,512		0.2386%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
11 E	2+ / 2	1,512		0.2386%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
12 E	2+ / 2	1,512		0.2386%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
14 E	2+ / 2	1,512		0.2386%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
15 E	2+ / 2	1,512		0.2386%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
16 E	2+ / 2	1,486		0.2345%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
17 E	2+ / 2	1,486		0.2345%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
18 E	2+ / 2	1,486		0.2345%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
19 E	2+ / 2	1,486		0.2345%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
20 E	2+ / 2	1,486		0.2345%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
21 E	1 / 1	903		0.1425%	S	Elevator, Fire Stairs, Hallway, Trash Chute
22 E	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
23 E	2+ / 2	1,487		0.2346%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
24 E	1 / 1	903		0.1425%	S	Elevator, Fire Stairs, Hallway, Trash Chute
25 E	1 / 1	903		0.1425%	S	Elevator, Fire Stairs, Hallway, Trash Chute
26 E	1 / 1	903		0.1425%	S	Elevator, Fire Stairs, Hallway, Trash Chute
27 E	1 / 1	903		0.1425%	S	Elevator, Fire Stairs, Hallway, Trash Chute
28 E	1 / 1	903		0.1425%	S	Elevator, Fire Stairs, Hallway, Trash Chute
29 E	1 / 1	895		0.1412%	S	Elevator, Fire Stairs, Hallway, Trash Chute
30 E	1 / 1	895		0.1412%	S	Elevator, Fire Stairs, Hallway, Trash Chute
3 F	2+ / 2	1,518		0.2395%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
4 F	2+ / 2	1,518		0.2395%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
5 F	2+ / 2	1,518		0.2395%	S & E	Elevator, Fire Stairs, Hallway, Trash Chute
6 F(T)	1 / 1	932		0.1560%	S	Elevator, Fire Stairs, Hallway, Trash Chute
7 F	1 / 1	932		0.1471%	S	Elevator, Fire Stairs, Hallway, Trash Chute
8 F	1 / 1	932		0.1471%	S	Elevator, Fire Stairs, Hallway, Trash Chute
9 F	1 / 1	932		0.1471%	S	Elevator, Fire Stairs, Hallway, Trash Chute
10 F	1 / 1	932		0.1471%	S	Elevator, Fire Stairs, Hallway, Trash Chute
11 F	1 / 1	932		0.1471%	S	Elevator, Fire Stairs, Hallway, Trash Chute
12 F	1 / 1	932		0.1471%	S	Elevator, Fire Stairs, Hallway, Trash Chute
14 F	1 / 1	932		0.1471%	S	Elevator, Fire Stairs, Hallway, Trash Chute
15 F	1 / 1	932		0.1471%	S	Elevator, Fire Stairs, Hallway, Trash Chute
16 F	1 / 1	905		0.1428%	S	Elevator, Fire Stairs, Hallway, Trash Chute
17 F	1 / 1	905		0.1428%	S	Elevator, Fire Stairs, Hallway, Trash Chute
18 F	1 / 1	905		0.1428%	S	Elevator, Fire Stairs, Hallway, Trash Chute
19 F	1 / 1	905		0.1428%	S	Elevator, Fire Stairs, Hallway, Trash Chute
20 F	1 / 1	905		0.1428%	S	Elevator, Fire Stairs, Hallway, Trash Chute
21 F	1 / 1.5	886		0.1398%	S	Elevator, Fire Stairs, Hallway, Trash Chute
22 F	1 / 1	903		0.1425%	S	Elevator, Fire Stairs, Hallway, Trash Chute
23 F	1 / 1	903		0.1425%	S	Elevator, Fire Stairs, Hallway, Trash Chute
24 F	1 / 1.5	886		0.1398%	S	Elevator, Fire Stairs, Hallway, Trash Chute
25 F	1 / 1.5	886		0.1398%	S	Elevator, Fire Stairs, Hallway, Trash Chute
26 F	1 / 1.5	886		0.1398%	S	Elevator, Fire Stairs, Hallway, Trash Chute
27 F	1 / 1.5	882		0.1392%	S	Elevator, Fire Stairs, Hallway, Trash Chute
28 F	1 / 1.5	882		0.1392%	S	Elevator, Fire Stairs, Hallway, Trash Chute
29 F	1 / 1	803		0.1267%	S	Elevator, Fire Stairs, Hallway, Trash Chute
30 F	1 / 1	803		0.1267%	S	Elevator, Fire Stairs, Hallway, Trash Chute
3 G	1 / 1	906		0.1430%	S	Elevator, Fire Stairs, Hallway, Trash Chute
4 G	1 / 1	906		0.1430%	S	Elevator, Fire Stairs, Hallway, Trash Chute
5 G	1 / 1	906		0.1430%	S	Elevator, Fire Stairs, Hallway, Trash Chute
6 G(T)	1 / 1.5	902		0.1480%	S	Elevator, Fire Stairs, Hallway, Trash Chute
7 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
8 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
9 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
10 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
11 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
12 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
14 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
15 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
16 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
17 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
18 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
19 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
20 G	1 / 1.5	902		0.1423%	S	Elevator, Fire Stairs, Hallway, Trash Chute
21 G(T)	2+ / 2	1,594		0.2568%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
22 G	1 / 1.5	889		0.1403%	S	Elevator, Fire Stairs, Hallway, Trash Chute
23 G	1 / 1.5	889		0.1403%	S	Elevator, Fire Stairs, Hallway, Trash Chute
24 G	3+ / 3	1,893		0.2987%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
25 G	3+ / 3	1,893		0.2987%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
26 G	3+ / 3	1,893		0.2987%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
27 G	3+ / 3	1,897		0.2993%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
28 G	3+ / 3	1,897		0.2993%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
29 G(T)	2+ / 2	1,460		0.2466%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
30 G	2+ / 2	1,460		0.2304%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
3 H	2 / 2.5	1,761		0.2779%	S	Elevator, Fire Stairs, Hallway, Trash Chute
4 H	2 / 2.5	1,761		0.2779%	S	Elevator, Fire Stairs, Hallway, Trash Chute
5 H	2 / 2.5	1,761		0.2779%	S	Elevator, Fire Stairs, Hallway, Trash Chute
22 H	2+ / 2	1,591		0.2510%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
23 H	2+ / 2	1,591		0.2510%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
3 I	1+ / 1.5	983		0.1551%	S	Elevator, Fire Stairs, Hallway, Trash Chute
4 I	1+ / 1.5	983		0.1551%	S	Elevator, Fire Stairs, Hallway, Trash Chute
5 I	1+ / 1.5	983		0.1551%	S	Elevator, Fire Stairs, Hallway, Trash Chute
3 J	2+ / 2.5	1,776		0.2802%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
4 J	2+ / 2.5	1,776		0.2802%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
5 J	2+ / 2.5	1,776		0.2802%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
6 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
7 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
8 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
9 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
10 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
11 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
12 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
14 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
15 J	3+ / 3.5	2,127		0.3356%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
16 J(T)	3+ / 2.5	1,860		0.3053%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
17 J	3+ / 2.5	1,860		0.2935%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
18 J	3+ / 2.5	1,860		0.2935%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
19 J	3+ / 2.5	1,860		0.2935%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
20 J	3+ / 2.5	1,860		0.2935%	S & W	Elevator, Fire Stairs, Hallway, Trash Chute
3 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
4 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
5 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
6 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
7 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
8 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
9 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
10 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
11 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
12 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
14 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute
15 K	1+ / 1.5	1,044		0.1647%	W	Elevator, Fire Stairs, Hallway, Trash Chute

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
3 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
4 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
5 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
6 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
7 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
8 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
9 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
10 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
11 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
12 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
14 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
15 L	2+ / 2	1,481		0.2337%	W	Elevator, Fire Stairs, Hallway, Trash Chute
16 L(T)	2+ / 2	1,484		0.2456%	W	Elevator, Fire Stairs, Hallway, Trash Chute
17 L	2+ / 2	1,484		0.2342%	W	Elevator, Fire Stairs, Hallway, Trash Chute
18 L	2+ / 2	1,484		0.2342%	W	Elevator, Fire Stairs, Hallway, Trash Chute
19 L	2+ / 2	1,484		0.2342%	W	Elevator, Fire Stairs, Hallway, Trash Chute
20 L	2+ / 2	1,484		0.2342%	W	Elevator, Fire Stairs, Hallway, Trash Chute
3 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
4 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
5 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
6 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
7 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
8 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
9 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
10 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
11 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
12 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
14 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
15 M	2+ / 2	1,456		0.2297%	W	Elevator, Fire Stairs, Hallway, Trash Chute
16 M(T)	2+ / 2	1,524		0.2511%	W	Elevator, Fire Stairs, Hallway, Trash Chute
17 M	2+ / 2	1,524		0.2405%	W	Elevator, Fire Stairs, Hallway, Trash Chute
18 M	2+ / 2	1,524		0.2405%	W	Elevator, Fire Stairs, Hallway, Trash Chute
19 M	2+ / 2	1,524		0.2405%	W	Elevator, Fire Stairs, Hallway, Trash Chute
20 M	2+ / 2	1,524		0.2405%	W	Elevator, Fire Stairs, Hallway, Trash Chute
3 N	3+ / 3	1,718		0.2711%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
4 N	3+ / 3	1,718		0.2711%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
5 N	3+ / 3	1,718		0.2711%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
6 N	3+ / 3	1,718		0.2711%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
7 N	3+ / 3	1,718		0.2711%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
8 N	3+ / 3	1,718		0.2711%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
9 N	3+ / 3	1,750		0.2761%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
10 N	3+ / 3	1,750		0.2761%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
11 N	3+ / 3	1,750		0.2761%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
12 N	3+ / 3	1,750		0.2761%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
14 N	3+ / 3	1,750		0.2761%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
15 N	3+ / 3	1,750		0.2761%	N & W	Elevator, Fire Stairs, Hallway, Trash Chute
16 N(T)	3+ / 3	2,318		0.4235%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
17 N	3+ / 3	2,318		0.3658%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
18 N	3+ / 3	2,318		0.3658%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
19 N	3+ / 3	2,318		0.3658%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
20 N	3+ / 3	2,318		0.3658%	N, W & E	Elevator, Fire Stairs, Hallway, Trash Chute
3 P	1 / 1	686		0.1082%	N	Elevator, Fire Stairs, Hallway, Trash Chute

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
4 P	1 / 1	686		0.1082%	N	Elevator, Fire Stairs, Hallway, Trash Chute
5 P	1 / 1	686		0.1082%	N	Elevator, Fire Stairs, Hallway, Trash Chute
6 P	1 / 1	686		0.1082%	N	Elevator, Fire Stairs, Hallway, Trash Chute
7 P	1 / 1	686		0.1082%	N	Elevator, Fire Stairs, Hallway, Trash Chute
8 P	1 / 1	686		0.1082%	N	Elevator, Fire Stairs, Hallway, Trash Chute
9 P	0 / 1	567		0.0895%	N	Elevator, Fire Stairs, Hallway, Trash Chute
10 P	0 / 1	567		0.0895%	N	Elevator, Fire Stairs, Hallway, Trash Chute
11 P	0 / 1	567		0.0895%	N	Elevator, Fire Stairs, Hallway, Trash Chute
12 P	0 / 1	567		0.0895%	N	Elevator, Fire Stairs, Hallway, Trash Chute
14 P	0 / 1	567		0.0895%	N	Elevator, Fire Stairs, Hallway, Trash Chute
15 P	0 / 1	567		0.0895%	N	Elevator, Fire Stairs, Hallway, Trash Chute
3 R	1 / 1	696		0.1098%	N	Elevator, Fire Stairs, Hallway, Trash Chute
4 R	1 / 1	696		0.1098%	N	Elevator, Fire Stairs, Hallway, Trash Chute
5 R	1 / 1	696		0.1098%	N	Elevator, Fire Stairs, Hallway, Trash Chute
6 R	1 / 1	696		0.1098%	N	Elevator, Fire Stairs, Hallway, Trash Chute
7 R	1 / 1	696		0.1098%	N	Elevator, Fire Stairs, Hallway, Trash Chute
8 R	1 / 1	696		0.1098%	N	Elevator, Fire Stairs, Hallway, Trash Chute
9 R(T)	1 / 1	882		0.1600%	N, E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
10 R	1 / 1	882		0.1392%	N, E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
11 R	1 / 1	882		0.1392%	N, E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
12 R	1 / 1	882		0.1392%	N, E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
14 R	1 / 1	882		0.1392%	N, E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
15 R	1 / 1	882		0.1392%	N, E & Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
3 S	1 / 1	678		0.1070%	N	Elevator, Fire Stairs, Hallway, Trash Chute
4 S	1 / 1	678		0.1070%	N	Elevator, Fire Stairs, Hallway, Trash Chute
5 S	1 / 1	678		0.1070%	N	Elevator, Fire Stairs, Hallway, Trash Chute
6 S	1 / 1	678		0.1070%	N	Elevator, Fire Stairs, Hallway, Trash Chute
7 S	1 / 1	678		0.1070%	N	Elevator, Fire Stairs, Hallway, Trash Chute
8 S	1 / 1	678		0.1070%	N	Elevator, Fire Stairs, Hallway, Trash Chute
3 T	1 / 1.5	1,136		0.1792%	N	Elevator, Fire Stairs, Hallway, Trash Chute
4 T	1 / 1.5	1,136		0.1792%	N	Elevator, Fire Stairs, Hallway, Trash Chute
5 T	1 / 1.5	1,136		0.1792%	N	Elevator, Fire Stairs, Hallway, Trash Chute
6 T	1 / 1.5	1,136		0.1792%	N	Elevator, Fire Stairs, Hallway, Trash Chute
7 T	1 / 1.5	1,136		0.1792%	N	Elevator, Fire Stairs, Hallway, Trash Chute
8 T	1 / 1.5	1,136		0.1792%	N	Elevator, Fire Stairs, Hallway, Trash Chute
3 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
4 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
5 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
6 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
7 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
8 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
9 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
10 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
11 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
12 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
14 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
15 U	1 / 1	773		0.1220%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
16 U	1 / 1	765		0.1207%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
17 U	1 / 1	765		0.1207%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
18 U	1 / 1	765		0.1207%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
19 U	1 / 1	765		0.1207%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
20 U	1 / 1	765		0.1207%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
3 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
4 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
5 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
6 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
7 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
8 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
9 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
10 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
11 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
12 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
14 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
15 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
16 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
17 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
18 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
19 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
20 V	1 / 1	707		0.1116%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
3 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
4 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
5 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
6 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
7 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
8 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
9 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
10 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
11 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
12 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
14 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
15 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
16 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
17 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
18 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
19 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
20 W	0 / 1	549		0.0866%	Courtyard	Elevator, Fire Stairs, Hallway, Trash Chute
SUBTOTAL	441	550,702		87.1761%	-	-

Storage Unit No.1	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.2	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.3	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.4	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.5	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.6	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.7	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.8	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.9	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.10	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.11	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.12	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.13	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.14	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.15	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.16	16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
Storage Unit No.17		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.18		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.19		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.20		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.21		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.22		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.23		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.24		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.25		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.26		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.27		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.28		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.29		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.30		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.31		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.32		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.33		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.34		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.35		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.36		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.37		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.38		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.39		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.40		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.41		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.42		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.43		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.44		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.45		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.46		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.47		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.48		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.49		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.50		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.51		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.52		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.53		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.54		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.55		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.56		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.57		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.58		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.59		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.60		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.61		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.62		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.63		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.64		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.65		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.66		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.67		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.68		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
Storage Unit No.69		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.70		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.71		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.72		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.73		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.74		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.75		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.76		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.77		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.78		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.79		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.80		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.81		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.82		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.83		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.84		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.85		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.86		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.87		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.88		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.89		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.90		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.91		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.92		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.93		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.94		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.95		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.96		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.97		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.98		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.99		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.100		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.101		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.102		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.103		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.104		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.105		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.106		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.107		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.108		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.109		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.110		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.111		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.112		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.113		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.114		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.115		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.116		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.117		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.118		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.119		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.120		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
Storage Unit No.121		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.122		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.123		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.124		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.125		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.126		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.127		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.128		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.129		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.130		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.131		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.132		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.133		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.134		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.135		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.136		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.137		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.138		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.139		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.140		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.141		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.142		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.143		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.144		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.145		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.146		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.147		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.148		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.149		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.150		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.151		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.152		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.153		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.154		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.155		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.156		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.157		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.158		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.159		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.160		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.161		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.162		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.163		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.164		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.165		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.166		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.167		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.168		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.169		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.170		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.171		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.172		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway

(T) = Terrace

UNIT	BEDROOMS/ BATHROOMS	APPROX. UNIT AREA	TAX LOT No.	% COMMON INTEREST	LOCATION (IN PORTION OF BLDG FACING DIRECTION SET FORTH BELOW)	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
Storage Unit No.173		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.174		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.175		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.176		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.177		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.178		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.179		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.180		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.181		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.182		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.183		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.184		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.185		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.186		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.187		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.188		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.189		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.190		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.191		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.192		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.193		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.194		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.195		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.196		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.197		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.198		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.199		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.200		16		0.0025%	Cellar	Elevator, Fire Stairs, Hallway
Storage Unit No.201		720		0.1125%	Cellar	Elevator, Fire Stairs, Hallway
SUBTOTAL	**201**	**3,920**		**0.6125%**	-	-
Comm. Unit 1 - Garage		75,839		11.9701%	-	-
Comm. Unit 2 - Office		1,012		0.2413%	-	-
SUBTOTAL		**76,851**		**12.2114%**	-	-
GRAND TOTAL		**631,473**		**100.0000%**	-	-

(T) = Terrace

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
1 A	0.2420%	0.2757%
3 A	0.1545%	0.1760%
4 A	0.1545%	0.1760%
5 A	0.1545%	0.1760%
6 A	0.1545%	0.1760%
7 A	0.1545%	0.1760%
8 A	0.1545%	0.1760%
9 A	0.1545%	0.1760%
10 A	0.1545%	0.1760%
11 A	0.1545%	0.1760%
12 A	0.1545%	0.1760%
14 A	0.1545%	0.1760%
15 A	0.1545%	0.1760%
16 A	0.1545%	0.1760%
17 A	0.1545%	0.1760%
18 A	0.1545%	0.1760%
19 A	0.1545%	0.1760%
20 A	0.1545%	0.1760%
21 A(T)	0.2047%	0.2332%
22 A	0.1745%	0.1988%
23 A	0.1857%	0.2115%
24 A	0.2933%	0.3341%
25 A	0.2933%	0.3341%
26 A	0.2954%	0.3365%
27 A	0.2954%	0.3365%
28 A	0.2954%	0.3365%
29 A(T)	0.2319%	0.2642%
30 A	0.2157%	0.2457%
31 A(T)	0.3179%	0.3621%
32 A	0.2995%	0.3412%
33 A	0.2995%	0.3412%
34 A	0.2995%	0.3412%
35 A	0.2995%	0.3412%
36 A	0.2995%	0.3412%
37 A	0.2995%	0.3412%
38 A	0.2995%	0.3412%
39 A	0.2995%	0.3412%
40 A	0.2995%	0.3412%
41 A	0.2995%	0.3412%
42 A	0.2995%	0.3412%
43 A	0.2995%	0.3412%
44 A	0.2995%	0.3412%
45 A	0.2995%	0.3412%
46 A	0.2995%	0.3412%
PH1 A	0.4525%	0.5154%
PH2 A	0.4525%	0.5154%
PH3 A	0.4525%	0.5154%
PH4 A	0.4525%	0.5154%
3 B	0.1389%	0.1582%
4 B	0.1389%	0.1582%
5 B	0.1389%	0.1582%
6 B	0.1389%	0.1582%
7 B	0.1389%	0.1582%
8 B	0.1389%	0.1582%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
1 A	775,000	0.1818%
3 A	485,000	0.1138%
4 A	490,000	0.1149%
5 A	495,000	0.1161%
6 A	500,000	0.1173%
7 A	505,000	0.1185%
8 A	510,000	0.1196%
9 A	515,000	0.1208%
10 A	520,000	0.1220%
11 A	525,000	0.1231%
12 A	530,000	0.1243%
14 A	535,000	0.1255%
15 A	540,000	0.1267%
16 A	545,000	0.1278%
17 A	550,000	0.1290%
18 A	555,000	0.1302%
19 A	560,000	0.1314%
20 A	565,000	0.1325%
21 A(T)	1,040,000	0.2439%
22 A	850,000	0.1994%
23 A	895,000	0.2099%
24 A	1,565,000	0.3671%
25 A	1,580,000	0.3706%
26 A	1,595,000	0.3741%
27 A	1,610,000	0.3776%
28 A	1,625,000	0.3812%
29 A(T)	1,590,000	0.3730%
30 A	1,400,000	0.3284%
31 A(T)	2,100,000	0.4926%
32 A	1,865,000	0.4375%
33 A	1,880,000	0.4410%
34 A	1,895,000	0.4445%
35 A	1,910,000	0.4480%
36 A	1,925,000	0.4515%
37 A	1,940,000	0.4551%
38 A	2,155,000	0.5055%
39 A	2,170,000	0.5090%
40 A	2,185,000	0.5125%
41 A	2,200,000	0.5160%
42 A	2,215,000	0.5196%
43 A	2,230,000	0.5231%
44 A	2,245,000	0.5266%
45 A	2,260,000	0.5301%
46 A	2,275,000	0.5336%
PH1 A	3,000,000	0.7037%
PH2 A	3,100,000	0.7271%
PH3 A	3,200,000	0.7506%
PH4 A	3,400,000	0.7975%
3 B	455,000	0.1067%
4 B	460,000	0.1079%
5 B	465,000	0.1091%
6 B	470,000	0.1102%
7 B	475,000	0.1114%
8 B	480,000	0.1126%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
9 B	0.1389%	0.1582%
10 B	0.1389%	0.1582%
11 B	0.1389%	0.1582%
12 B	0.1389%	0.1582%
14 B	0.1389%	0.1582%
15 B	0.1389%	0.1582%
16 B	0.1389%	0.1582%
17 B	0.1389%	0.1582%
18 B	0.1389%	0.1582%
19 B	0.1389%	0.1582%
20 B	0.1389%	0.1582%
21 B(T)	0.3444%	0.3923%
22 B	0.1059%	0.1206%
23 B	0.1059%	0.1206%
24 B	0.2278%	0.2595%
25 B	0.2278%	0.2595%
26 B	0.2258%	0.2572%
27 B	0.2258%	0.2572%
28 B	0.2258%	0.2572%
29 B	0.2290%	0.2609%
30 B	0.2290%	0.2609%
31 B	0.2255%	0.2569%
32 B	0.2255%	0.2569%
33 B	0.2255%	0.2569%
34 B	0.2255%	0.2569%
35 B	0.2255%	0.2569%
36 B	0.2255%	0.2569%
37 B	0.2255%	0.2569%
38 B	0.2255%	0.2569%
39 B	0.2255%	0.2569%
40 B	0.2255%	0.2569%
41 B	0.2255%	0.2569%
42 B	0.2255%	0.2569%
43 B	0.2255%	0.2569%
44 B	0.2255%	0.2569%
45 B	0.2255%	0.2569%
46 B	0.2255%	0.2569%
PH1 B	0.3022%	0.3442%
PH2 B	0.3022%	0.3442%
PH3 B	0.3022%	0.3442%
PH4 B	0.3022%	0.3442%
3 C	0.1262%	0.1438%
4 C	0.1262%	0.1438%
5 C	0.1262%	0.1438%
6 C	0.1235%	0.1407%
7 C	0.1235%	0.1407%
8 C	0.1235%	0.1407%
9 C	0.1235%	0.1407%
10 C	0.1235%	0.1407%
11 C	0.1235%	0.1407%
12 C	0.1235%	0.1407%
14 C	0.1235%	0.1407%
15 C	0.1235%	0.1407%
16 C	0.1191%	0.1357%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
9 B	485,000	0.1138%
10 B	490,000	0.1149%
11 B	495,000	0.1161%
12 B	500,000	0.1173%
14 B	505,000	0.1185%
15 B	510,000	0.1196%
16 B	515,000	0.1208%
17 B	520,000	0.1220%
18 B	525,000	0.1231%
19 B	530,000	0.1243%
20 B	535,000	0.1255%
21 B(T)	2,050,000	0.4809%
22 B	440,000	0.1032%
23 B	450,000	0.1056%
24 B	895,000	0.2099%
25 B	905,000	0.2123%
26 B	915,000	0.2146%
27 B	925,000	0.2170%
28 B	935,000	0.2193%
29 B	1,040,000	0.2439%
30 B	1,050,000	0.2463%
31 B	1,250,000	0.2932%
32 B	1,260,000	0.2955%
33 B	1,270,000	0.2979%
34 B	1,280,000	0.3002%
35 B	1,290,000	0.3026%
36 B	1,300,000	0.3049%
37 B	1,310,000	0.3073%
38 B	1,470,000	0.3448%
39 B	1,495,000	0.3507%
40 B	1,520,000	0.3565%
41 B	1,545,000	0.3624%
42 B	1,570,000	0.3683%
43 B	1,595,000	0.3741%
44 B	1,620,000	0.3800%
45 B	1,645,000	0.3859%
46 B	1,670,000	0.3917%
PH1 B	2,075,000	0.4867%
PH2 B	2,100,000	0.4926%
PH3 B	2,125,000	0.4984%
PH4 B	2,250,000	0.5278%
3 C	385,000	0.0903%
4 C	390,000	0.0915%
5 C	395,000	0.0927%
6 C	400,000	0.0938%
7 C	405,000	0.0950%
8 C	410,000	0.0962%
9 C	415,000	0.0973%
10 C	420,000	0.0985%
11 C	425,000	0.0997%
12 C	430,000	0.1009%
14 C	435,000	0.1020%
15 C	440,000	0.1032%
16 C	430,000	0.1009%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
17 C	0.1191%	0.1357%
18 C	0.1191%	0.1357%
19 C	0.1191%	0.1357%
20 C	0.1191%	0.1357%
21 C	0.2892%	0.3294%
22 C	0.2184%	0.2488%
23 C	0.2184%	0.2488%
24 C	0.2892%	0.3294%
25 C	0.2892%	0.3294%
26 C	0.2892%	0.3294%
27 C	0.2892%	0.3294%
28 C	0.2892%	0.3294%
29 C	0.2876%	0.3276%
30 C	0.2876%	0.3276%
31 C	0.2255%	0.2569%
32 C	0.2255%	0.2569%
33 C	0.2255%	0.2569%
34 C	0.2255%	0.2569%
35 C	0.2255%	0.2569%
36 C	0.2255%	0.2569%
37 C	0.2255%	0.2569%
38 C	0.2255%	0.2569%
39 C	0.2255%	0.2569%
40 C	0.2255%	0.2569%
41 C	0.2255%	0.2569%
42 C	0.2255%	0.2569%
43 C	0.2255%	0.2569%
44 C	0.2255%	0.2569%
45 C	0.2255%	0.2569%
46 C	0.2255%	0.2569%
PH1 C	0.2266%	0.2581%
PH2 C	0.2266%	0.2581%
PH3 C	0.2266%	0.2581%
PH4 C	0.2266%	0.2581%
3 D	0.1223%	0.1393%
4 D	0.1223%	0.1393%
5 D	0.1223%	0.1393%
6 D	0.1660%	0.1891%
7 D	0.1660%	0.1891%
8 D	0.1660%	0.1891%
9 D	0.1660%	0.1891%
10 D	0.1660%	0.1891%
11 D	0.1660%	0.1891%
12 D	0.1660%	0.1891%
14 D	0.1660%	0.1891%
15 D	0.1660%	0.1891%
16 D	0.1617%	0.1842%
17 D	0.1617%	0.1842%
18 D	0.1617%	0.1842%
19 D	0.1617%	0.1842%
20 D	0.1617%	0.1842%
21 D	0.2346%	0.2672%
22 D	0.2892%	0.3294%
23 D	0.2892%	0.3294%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
17 C	435,000	0.1020%
18 C	440,000	0.1032%
19 C	445,000	0.1044%
20 C	450,000	0.1056%
21 C	1,465,000	0.3436%
22 C	875,000	0.2052%
23 C	885,000	0.2076%
24 C	1,510,000	0.3542%
25 C	1,525,000	0.3577%
26 C	1,540,000	0.3612%
27 C	1,555,000	0.3647%
28 C	1,570,000	0.3683%
29 C	1,585,000	0.3718%
30 C	1,600,000	0.3753%
31 C	1,300,000	0.3049%
32 C	1,310,000	0.3073%
33 C	1,320,000	0.3096%
34 C	1,330,000	0.3120%
35 C	1,340,000	0.3143%
36 C	1,350,000	0.3167%
37 C	1,360,000	0.3190%
38 C	1,370,000	0.3214%
39 C	1,380,000	0.3237%
40 C	1,390,000	0.3260%
41 C	1,400,000	0.3284%
42 C	1,410,000	0.3307%
43 C	1,420,000	0.3331%
44 C	1,430,000	0.3354%
45 C	1,440,000	0.3378%
46 C	1,450,000	0.3401%
PH1 C	1,550,000	0.3636%
PH2 C	1,575,000	0.3694%
PH3 C	1,600,000	0.3753%
PH4 C	1,725,000	0.4046%
3 D	425,000	0.0997%
4 D	430,000	0.1009%
5 D	435,000	0.1020%
6 D	660,000	0.1548%
7 D	590,000	0.1384%
8 D	595,000	0.1396%
9 D	600,000	0.1407%
10 D	605,000	0.1419%
11 D	610,000	0.1431%
12 D	615,000	0.1443%
14 D	620,000	0.1454%
15 D	625,000	0.1466%
16 D	630,000	0.1478%
17 D	635,000	0.1489%
18 D	640,000	0.1501%
19 D	645,000	0.1513%
20 D	650,000	0.1525%
21 D	1,060,000	0.2486%
22 D	1,480,000	0.3472%
23 D	1,495,000	0.3507%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
24 D	0.2346%	0.2672%
25 D	0.2346%	0.2672%
26 D	0.2346%	0.2672%
27 D	0.2346%	0.2672%
28 D	0.2346%	0.2672%
29 D	0.2346%	0.2672%
30 D	0.2346%	0.2672%
31 D(T)	0.3206%	0.3652%
32 D	0.3022%	0.3442%
33 D	0.3022%	0.3442%
34 D	0.3022%	0.3442%
35 D	0.3022%	0.3442%
36 D	0.3022%	0.3442%
37 D	0.3022%	0.3442%
38 D	0.3022%	0.3442%
39 D	0.3022%	0.3442%
40 D	0.3022%	0.3442%
41 D	0.3022%	0.3442%
42 D	0.3022%	0.3442%
43 D	0.3022%	0.3442%
44 D	0.3022%	0.3442%
45 D	0.3022%	0.3442%
46 D	0.3022%	0.3442%
3 E	0.1381%	0.1573%
4 E	0.1381%	0.1573%
5 E	0.1381%	0.1573%
6 E(T)	0.2727%	0.3106%
7 E	0.2386%	0.2718%
8 E	0.2386%	0.2718%
9 E	0.2386%	0.2718%
10 E	0.2386%	0.2718%
11 E	0.2386%	0.2718%
12 E	0.2386%	0.2718%
14 E	0.2386%	0.2718%
15 E	0.2386%	0.2718%
16 E	0.2345%	0.2671%
17 E	0.2345%	0.2671%
18 E	0.2345%	0.2671%
19 E	0.2345%	0.2671%
20 E	0.2345%	0.2671%
21 E	0.1425%	0.1623%
22 E	0.2346%	0.2672%
23 E	0.2346%	0.2672%
24 E	0.1425%	0.1623%
25 E	0.1425%	0.1623%
26 E	0.1425%	0.1623%
27 E	0.1425%	0.1623%
28 E	0.1425%	0.1623%
29 E	0.1412%	0.1608%
30 E	0.1412%	0.1608%
3 F	0.2395%	0.2728%
4 F	0.2395%	0.2728%
5 F	0.2395%	0.2728%
6 F(T)	0.1560%	0.1777%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
24 D	1,090,000	0.2557%
25 D	1,100,000	0.2580%
26 D	1,110,000	0.2604%
27 D	1,120,000	0.2627%
28 D	1,130,000	0.2651%
29 D	1,140,000	0.2674%
30 D	1,150,000	0.2697%
31 D(T)	2,000,000	0.4691%
32 D	1,765,000	0.4140%
33 D	1,780,000	0.4175%
34 D	1,795,000	0.4210%
35 D	1,810,000	0.4246%
36 D	1,825,000	0.4281%
37 D	1,840,000	0.4316%
38 D	1,855,000	0.4351%
39 D	1,870,000	0.4386%
40 D	1,885,000	0.4422%
41 D	1,900,000	0.4457%
42 D	1,915,000	0.4492%
43 D	1,930,000	0.4527%
44 D	1,945,000	0.4562%
45 D	1,960,000	0.4597%
46 D	1,975,000	0.4633%
3 E	435,000	0.1020%
4 E	440,000	0.1032%
5 E	445,000	0.1044%
6 E(T)	1,170,000	0.2744%
7 E	930,000	0.2181%
8 E	940,000	0.2205%
9 E	950,000	0.2228%
10 E	960,000	0.2252%
11 E	970,000	0.2275%
12 E	980,000	0.2299%
14 E	990,000	0.2322%
15 E	1,000,000	0.2346%
16 E	1,010,000	0.2369%
17 E	1,020,000	0.2393%
18 E	1,030,000	0.2416%
19 E	1,040,000	0.2439%
20 E	1,050,000	0.2463%
21 E	500,000	0.1173%
22 E	1,070,000	0.2510%
23 E	1,080,000	0.2533%
24 E	515,000	0.1208%
25 E	520,000	0.1220%
26 E	525,000	0.1231%
27 E	530,000	0.1243%
28 E	535,000	0.1255%
29 E	540,000	0.1267%
30 E	545,000	0.1278%
3 F	795,000	0.1865%
4 F	805,000	0.1888%
5 F	815,000	0.1912%
6 F(T)	495,000	0.1161%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
7 F	0.1471%	0.1676%
8 F	0.1471%	0.1676%
9 F	0.1471%	0.1676%
10 F	0.1471%	0.1676%
11 F	0.1471%	0.1676%
12 F	0.1471%	0.1676%
14 F	0.1471%	0.1676%
15 F	0.1471%	0.1676%
16 F	0.1428%	0.1627%
17 F	0.1428%	0.1627%
18 F	0.1428%	0.1627%
19 F	0.1428%	0.1627%
20 F	0.1428%	0.1627%
21 F	0.1398%	0.1592%
22 F	0.1425%	0.1623%
23 F	0.1425%	0.1623%
24 F	0.1398%	0.1592%
25 F	0.1398%	0.1592%
26 F	0.1398%	0.1592%
27 F	0.1392%	0.1586%
28 F	0.1392%	0.1586%
29 F	0.1267%	0.1443%
30 F	0.1267%	0.1443%
3 G	0.1430%	0.1629%
4 G	0.1430%	0.1629%
5 G	0.1430%	0.1629%
6 G(T)	0.1480%	0.1686%
7 G	0.1423%	0.1621%
8 G	0.1423%	0.1621%
9 G	0.1423%	0.1621%
10 G	0.1423%	0.1621%
11 G	0.1423%	0.1621%
12 G	0.1423%	0.1621%
14 G	0.1423%	0.1621%
15 G	0.1423%	0.1621%
16 G	0.1423%	0.1621%
17 G	0.1423%	0.1621%
18 G	0.1423%	0.1621%
19 G	0.1423%	0.1621%
20 G	0.1423%	0.1621%
21 G(T)	0.2568%	0.2925%
22 G	0.1403%	0.1598%
23 G	0.1403%	0.1598%
24 G	0.2987%	0.3402%
25 G	0.2987%	0.3402%
26 G	0.2987%	0.3402%
27 G	0.2993%	0.3409%
28 G	0.2993%	0.3409%
29 G(T)	0.2466%	0.2809%
30 G	0.2304%	0.2624%
3 H	0.2779%	0.3166%
4 H	0.2779%	0.3166%
5 H	0.2779%	0.3166%
22 H	0.2510%	0.2859%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
7 F	450,000	0.1056%
8 F	455,000	0.1067%
9 F	460,000	0.1079%
10 F	465,000	0.1091%
11 F	470,000	0.1102%
12 F	475,000	0.1114%
14 F	480,000	0.1126%
15 F	485,000	0.1138%
16 F	475,000	0.1114%
17 F	480,000	0.1126%
18 F	485,000	0.1138%
19 F	490,000	0.1149%
20 F	495,000	0.1161%
21 F	705,000	0.1654%
22 F	505,000	0.1185%
23 F	510,000	0.1196%
24 F	620,000	0.1454%
25 F	625,000	0.1466%
26 F	630,000	0.1478%
27 F	635,000	0.1489%
28 F	640,000	0.1501%
29 F	655,000	0.1536%
30 F	665,000	0.1560%
3 G	440,000	0.1032%
4 G	445,000	0.1044%
5 G	450,000	0.1056%
6 G(T)	585,000	0.1372%
7 G	540,000	0.1267%
8 G	545,000	0.1278%
9 G	550,000	0.1290%
10 G	555,000	0.1302%
11 G	560,000	0.1314%
12 G	565,000	0.1325%
14 G	570,000	0.1337%
15 G	575,000	0.1349%
16 G	580,000	0.1360%
17 G	585,000	0.1372%
18 G	590,000	0.1384%
19 G	595,000	0.1396%
20 G	600,000	0.1407%
21 G(T)	1,425,000	0.3343%
22 G	610,000	0.1431%
23 G	615,000	0.1443%
24 G	1,645,000	0.3859%
25 G	1,660,000	0.3894%
26 G	1,675,000	0.3929%
27 G	1,690,000	0.3964%
28 G	1,705,000	0.3999%
29 G(T)	1,540,000	0.3612%
30 G	1,350,000	0.3167%
3 H	925,000	0.2170%
4 H	935,000	0.2193%
5 H	945,000	0.2217%
22 H	1,335,000	0.3131%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
23 H	0.2510%	0.2859%
3 I	0.1551%	0.1767%
4 I	0.1551%	0.1767%
5 I	0.1551%	0.1767%
3 J	0.2802%	0.3192%
4 J	0.2802%	0.3192%
5 J	0.2802%	0.3192%
6 J	0.3356%	0.3823%
7 J	0.3356%	0.3823%
8 J	0.3356%	0.3823%
9 J	0.3356%	0.3823%
10 J	0.3356%	0.3823%
11 J	0.3356%	0.3823%
12 J	0.3356%	0.3823%
14 J	0.3356%	0.3823%
15 J	0.3356%	0.3823%
16 J(T)	0.3053%	0.3478%
17 J	0.2935%	0.3343%
18 J	0.2935%	0.3343%
19 J	0.2935%	0.3343%
20 J	0.2935%	0.3343%
3 K	0.1647%	0.1876%
4 K	0.1647%	0.1876%
5 K	0.1647%	0.1876%
6 K	0.1647%	0.1876%
7 K	0.1647%	0.1876%
8 K	0.1647%	0.1876%
9 K	0.1647%	0.1876%
10 K	0.1647%	0.1876%
11 K	0.1647%	0.1876%
12 K	0.1647%	0.1876%
14 K	0.1647%	0.1876%
15 K	0.1647%	0.1876%
3 L	0.2337%	0.2662%
4 L	0.2337%	0.2662%
5 L	0.2337%	0.2662%
6 L	0.2337%	0.2662%
7 L	0.2337%	0.2662%
8 L	0.2337%	0.2662%
9 L	0.2337%	0.2662%
10 L	0.2337%	0.2662%
11 L	0.2337%	0.2662%
12 L	0.2337%	0.2662%
14 L	0.2337%	0.2662%
15 L	0.2337%	0.2662%
16 L(T)	0.2456%	0.2798%
17 L	0.2342%	0.2668%
18 L	0.2342%	0.2668%
19 L	0.2342%	0.2668%
20 L	0.2342%	0.2668%
3 M	0.2297%	0.2617%
4 M	0.2297%	0.2617%
5 M	0.2297%	0.2617%
6 M	0.2297%	0.2617%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
23 H	1,345,000	0.3155%
3 I	555,000	0.1302%
4 I	565,000	0.1325%
5 I	575,000	0.1349%
3 J	1,100,000	0.2580%
4 J	1,200,000	0.2815%
5 J	1,210,000	0.2838%
6 J	1,475,000	0.3460%
7 J	1,490,000	0.3495%
8 J	1,505,000	0.3530%
9 J	1,520,000	0.3565%
10 J	1,535,000	0.3601%
11 J	1,550,000	0.3636%
12 J	1,565,000	0.3671%
14 J	1,580,000	0.3706%
15 J	1,595,000	0.3741%
16 J(T)	1,625,000	0.3812%
17 J	1,490,000	0.3495%
18 J	1,505,000	0.3530%
19 J	1,520,000	0.3565%
20 J	1,535,000	0.3601%
3 K	625,000	0.1466%
4 K	675,000	0.1583%
5 K	680,000	0.1595%
6 K	685,000	0.1607%
7 K	690,000	0.1618%
8 K	695,000	0.1630%
9 K	700,000	0.1642%
10 K	705,000	0.1654%
11 K	710,000	0.1665%
12 K	715,000	0.1677%
14 K	720,000	0.1689%
15 K	725,000	0.1701%
3 L	975,000	0.2287%
4 L	1,075,000	0.2522%
5 L	1,085,000	0.2545%
6 L	1,095,000	0.2568%
7 L	1,105,000	0.2592%
8 L	1,115,000	0.2615%
9 L	1,125,000	0.2639%
10 L	1,135,000	0.2662%
11 L	1,145,000	0.2686%
12 L	1,155,000	0.2709%
14 L	1,165,000	0.2733%
15 L	1,175,000	0.2756%
16 L(T)	1,335,000	0.3131%
17 L	1,195,000	0.2803%
18 L	1,205,000	0.2826%
19 L	1,215,000	0.2850%
20 L	1,225,000	0.2873%
3 M	1,000,000	0.2346%
4 M	1,100,000	0.2580%
5 M	1,110,000	0.2604%
6 M	1,120,000	0.2627%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
7 M	0.2297%	0.2617%
8 M	0.2297%	0.2617%
9 M	0.2297%	0.2617%
10 M	0.2297%	0.2617%
11 M	0.2297%	0.2617%
12 M	0.2297%	0.2617%
14 M	0.2297%	0.2617%
15 M	0.2297%	0.2617%
16 M(T)	0.2511%	0.2860%
17 M	0.2405%	0.2740%
18 M	0.2405%	0.2740%
19 M	0.2405%	0.2740%
20 M	0.2405%	0.2740%
3 N	0.2711%	0.3088%
4 N	0.2711%	0.3088%
5 N	0.2711%	0.3088%
6 N	0.2711%	0.3088%
7 N	0.2711%	0.3088%
8 N	0.2711%	0.3088%
9 N	0.2761%	0.3145%
10 N	0.2761%	0.3145%
11 N	0.2761%	0.3145%
12 N	0.2761%	0.3145%
14 N	0.2761%	0.3145%
15 N	0.2761%	0.3145%
16 N(T)	0.4235%	0.4824%
17 N	0.3658%	0.4167%
18 N	0.3658%	0.4167%
19 N	0.3658%	0.4167%
20 N	0.3658%	0.4167%
3 P	0.1082%	0.1233%
4 P	0.1082%	0.1233%
5 P	0.1082%	0.1233%
6 P	0.1082%	0.1233%
7 P	0.1082%	0.1233%
8 P	0.1082%	0.1233%
9 P	0.0895%	0.1019%
10 P	0.0895%	0.1019%
11 P	0.0895%	0.1019%
12 P	0.0895%	0.1019%
14 P	0.0895%	0.1019%
15 P	0.0895%	0.1019%
3 R	0.1098%	0.1251%
4 R	0.1098%	0.1251%
5 R	0.1098%	0.1251%
6 R	0.1098%	0.1251%
7 R	0.1098%	0.1251%
8 R	0.1098%	0.1251%
9 R(T)	0.1600%	0.1823%
10 R	0.1392%	0.1586%
11 R	0.1392%	0.1586%
12 R	0.1392%	0.1586%
14 R	0.1392%	0.1586%
15 R	0.1392%	0.1586%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
7 M	1,130,000	0.2651%
8 M	1,140,000	0.2674%
9 M	1,150,000	0.2697%
10 M	1,160,000	0.2721%
11 M	1,170,000	0.2744%
12 M	1,180,000	0.2768%
14 M	1,190,000	0.2791%
15 M	1,200,000	0.2815%
16 M(T)	1,360,000	0.3190%
17 M	1,220,000	0.2862%
18 M	1,230,000	0.2885%
19 M	1,240,000	0.2909%
20 M	1,250,000	0.2932%
3 N	1,145,000	0.2686%
4 N	1,245,000	0.2920%
5 N	1,260,000	0.2955%
6 N	1,275,000	0.2991%
7 N	1,290,000	0.3026%
8 N	1,305,000	0.3061%
9 N	1,320,000	0.3096%
10 N	1,335,000	0.3131%
11 N	1,350,000	0.3167%
12 N	1,365,000	0.3202%
14 N	1,380,000	0.3237%
15 N	1,395,000	0.3272%
16 N(T)	2,340,000	0.5489%
17 N	2,055,000	0.4820%
18 N	2,070,000	0.4855%
19 N	2,085,000	0.4891%
20 N	2,100,000	0.4926%
3 P	400,000	0.0938%
4 P	405,000	0.0950%
5 P	410,000	0.0962%
6 P	415,000	0.0973%
7 P	420,000	0.0985%
8 P	425,000	0.0997%
9 P	400,000	0.0938%
10 P	405,000	0.0950%
11 P	410,000	0.0962%
12 P	415,000	0.0973%
14 P	420,000	0.0985%
15 P	425,000	0.0997%
3 R	395,000	0.0927%
4 R	400,000	0.0938%
5 R	405,000	0.0950%
6 R	410,000	0.0962%
7 R	415,000	0.0973%
8 R	420,000	0.0985%
9 R(T)	630,000	0.1478%
10 R	535,000	0.1255%
11 R	540,000	0.1267%
12 R	545,000	0.1278%
14 R	550,000	0.1290%
15 R	555,000	0.1302%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
3 S	0.1070%	0.1219%
4 S	0.1070%	0.1219%
5 S	0.1070%	0.1219%
6 S	0.1070%	0.1219%
7 S	0.1070%	0.1219%
8 S	0.1070%	0.1219%
3 T	0.1792%	0.2041%
4 T	0.1792%	0.2041%
5 T	0.1792%	0.2041%
6 T	0.1792%	0.2041%
7 T	0.1792%	0.2041%
8 T	0.1792%	0.2041%
3 U	0.1220%	0.1390%
4 U	0.1220%	0.1390%
5 U	0.1220%	0.1390%
6 U	0.1220%	0.1390%
7 U	0.1220%	0.1390%
8 U	0.1220%	0.1390%
9 U	0.1220%	0.1390%
10 U	0.1220%	0.1390%
11 U	0.1220%	0.1390%
12 U	0.1220%	0.1390%
14 U	0.1220%	0.1390%
15 U	0.1220%	0.1390%
16 U	0.1207%	0.1375%
17 U	0.1207%	0.1375%
18 U	0.1207%	0.1375%
19 U	0.1207%	0.1375%
20 U	0.1207%	0.1375%
3 V	0.1116%	0.1271%
4 V	0.1116%	0.1271%
5 V	0.1116%	0.1271%
6 V	0.1116%	0.1271%
7 V	0.1116%	0.1271%
8 V	0.1116%	0.1271%
9 V	0.1116%	0.1271%
10 V	0.1116%	0.1271%
11 V	0.1116%	0.1271%
12 V	0.1116%	0.1271%
14 V	0.1116%	0.1271%
15 V	0.1116%	0.1271%
16 V	0.1116%	0.1271%
17 V	0.1116%	0.1271%
18 V	0.1116%	0.1271%
19 V	0.1116%	0.1271%
20 V	0.1116%	0.1271%
3 W	0.0866%	0.0986%
4 W	0.0866%	0.0986%
5 W	0.0866%	0.0986%
6 W	0.0866%	0.0986%
7 W	0.0866%	0.0986%
8 W	0.0866%	0.0986%
9 W	0.0866%	0.0986%
10 W	0.0866%	0.0986%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
3 S	390,000	0.0915%
4 S	395,000	0.0927%
5 S	400,000	0.0938%
6 S	405,000	0.0950%
7 S	410,000	0.0962%
8 S	415,000	0.0973%
3 T	530,000	0.1243%
4 T	535,000	0.1255%
5 T	540,000	0.1267%
6 T	545,000	0.1278%
7 T	550,000	0.1290%
8 T	555,000	0.1302%
3 U	420,000	0.0985%
4 U	425,000	0.0997%
5 U	430,000	0.1009%
6 U	435,000	0.1020%
7 U	440,000	0.1032%
8 U	445,000	0.1044%
9 U	450,000	0.1056%
10 U	455,000	0.1067%
11 U	460,000	0.1079%
12 U	465,000	0.1091%
14 U	470,000	0.1102%
15 U	475,000	0.1114%
16 U	480,000	0.1126%
17 U	485,000	0.1138%
18 U	490,000	0.1149%
19 U	495,000	0.1161%
20 U	500,000	0.1173%
3 V	405,000	0.0950%
4 V	410,000	0.0962%
5 V	415,000	0.0973%
6 V	420,000	0.0985%
7 V	425,000	0.0997%
8 V	430,000	0.1009%
9 V	435,000	0.1020%
10 V	440,000	0.1032%
11 V	445,000	0.1044%
12 V	450,000	0.1056%
14 V	455,000	0.1067%
15 V	460,000	0.1079%
16 V	465,000	0.1091%
17 V	470,000	0.1102%
18 V	475,000	0.1114%
19 V	480,000	0.1126%
20 V	485,000	0.1138%
3 W	305,000	0.0715%
4 W	310,000	0.0727%
5 W	315,000	0.0739%
6 W	320,000	0.0751%
7 W	325,000	0.0762%
8 W	330,000	0.0774%
9 W	335,000	0.0786%
10 W	340,000	0.0798%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
11 W	0.0866%	0.0986%
12 W	0.0866%	0.0986%
14 W	0.0866%	0.0986%
15 W	0.0866%	0.0986%
16 W	0.0866%	0.0986%
17 W	0.0866%	0.0986%
18 W	0.0866%	0.0986%
19 W	0.0866%	0.0986%
20 W	0.0866%	0.0986%
SUBTOTAL	87.1761%	99.3023%

Storage Unit No.1	0.0025%	0.0028%
Storage Unit No.2	0.0025%	0.0028%
Storage Unit No.3	0.0025%	0.0028%
Storage Unit No.4	0.0025%	0.0028%
Storage Unit No.5	0.0025%	0.0028%
Storage Unit No.6	0.0025%	0.0028%
Storage Unit No.7	0.0025%	0.0028%
Storage Unit No.8	0.0025%	0.0028%
Storage Unit No.9	0.0025%	0.0028%
Storage Unit No.10	0.0025%	0.0028%
Storage Unit No.11	0.0025%	0.0028%
Storage Unit No.12	0.0025%	0.0028%
Storage Unit No.13	0.0025%	0.0028%
Storage Unit No.14	0.0025%	0.0028%
Storage Unit No.15	0.0025%	0.0028%
Storage Unit No.16	0.0025%	0.0028%
Storage Unit No.17	0.0025%	0.0028%
Storage Unit No.18	0.0025%	0.0028%
Storage Unit No.19	0.0025%	0.0028%
Storage Unit No.20	0.0025%	0.0028%
Storage Unit No.21	0.0025%	0.0028%
Storage Unit No.22	0.0025%	0.0028%
Storage Unit No.23	0.0025%	0.0028%
Storage Unit No.24	0.0025%	0.0028%
Storage Unit No.25	0.0025%	0.0028%
Storage Unit No.26	0.0025%	0.0028%
Storage Unit No.27	0.0025%	0.0028%
Storage Unit No.28	0.0025%	0.0028%
Storage Unit No.29	0.0025%	0.0028%
Storage Unit No.30	0.0025%	0.0028%
Storage Unit No.31	0.0025%	0.0028%
Storage Unit No.32	0.0025%	0.0028%
Storage Unit No.33	0.0025%	0.0028%
Storage Unit No.34	0.0025%	0.0028%
Storage Unit No.35	0.0025%	0.0028%
Storage Unit No.36	0.0025%	0.0028%
Storage Unit No.37	0.0025%	0.0028%
Storage Unit No.38	0.0025%	0.0028%
Storage Unit No.39	0.0025%	0.0028%
Storage Unit No.40	0.0025%	0.0028%
Storage Unit No.41	0.0025%	0.0028%
Storage Unit No.42	0.0025%	0.0028%
Storage Unit No.43	0.0025%	0.0028%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
11 W	345,000	0.0809%
12 W	350,000	0.0821%
14 W	355,000	0.0833%
15 W	360,000	0.0844%
16 W	365,000	0.0856%
17 W	370,000	0.0868%
18 W	375,000	0.0880%
19 W	380,000	0.0891%
20 W	385,000	0.0903%
SUBTOTAL	425,100,000	99.7127%

Storage Unit No.1	5,000	0.0012%
Storage Unit No.2	5,000	0.0012%
Storage Unit No.3	5,000	0.0012%
Storage Unit No.4	5,000	0.0012%
Storage Unit No.5	5,000	0.0012%
Storage Unit No.6	5,000	0.0012%
Storage Unit No.7	5,000	0.0012%
Storage Unit No.8	5,000	0.0012%
Storage Unit No.9	5,000	0.0012%
Storage Unit No.10	5,000	0.0012%
Storage Unit No.11	5,000	0.0012%
Storage Unit No.12	5,000	0.0012%
Storage Unit No.13	5,000	0.0012%
Storage Unit No.14	5,000	0.0012%
Storage Unit No.15	5,000	0.0012%
Storage Unit No.16	5,000	0.0012%
Storage Unit No.17	5,000	0.0012%
Storage Unit No.18	5,000	0.0012%
Storage Unit No.19	5,000	0.0012%
Storage Unit No.20	5,000	0.0012%
Storage Unit No.21	5,000	0.0012%
Storage Unit No.22	5,000	0.0012%
Storage Unit No.23	5,000	0.0012%
Storage Unit No.24	5,000	0.0012%
Storage Unit No.25	5,000	0.0012%
Storage Unit No.26	5,000	0.0012%
Storage Unit No.27	5,000	0.0012%
Storage Unit No.28	5,000	0.0012%
Storage Unit No.29	5,000	0.0012%
Storage Unit No.30	5,000	0.0012%
Storage Unit No.31	5,000	0.0012%
Storage Unit No.32	5,000	0.0012%
Storage Unit No.33	5,000	0.0012%
Storage Unit No.34	5,000	0.0012%
Storage Unit No.35	5,000	0.0012%
Storage Unit No.36	5,000	0.0012%
Storage Unit No.37	5,000	0.0012%
Storage Unit No.38	5,000	0.0012%
Storage Unit No.39	5,000	0.0012%
Storage Unit No.40	5,000	0.0012%
Storage Unit No.41	5,000	0.0012%
Storage Unit No.42	5,000	0.0012%
Storage Unit No.43	5,000	0.0012%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
Storage Unit No.44	0.0025%	0.0028%
Storage Unit No.45	0.0025%	0.0028%
Storage Unit No.46	0.0025%	0.0028%
Storage Unit No.47	0.0025%	0.0028%
Storage Unit No.48	0.0025%	0.0028%
Storage Unit No.49	0.0025%	0.0028%
Storage Unit No.50	0.0025%	0.0028%
Storage Unit No.51	0.0025%	0.0028%
Storage Unit No.52	0.0025%	0.0028%
Storage Unit No.53	0.0025%	0.0028%
Storage Unit No.54	0.0025%	0.0028%
Storage Unit No.55	0.0025%	0.0028%
Storage Unit No.56	0.0025%	0.0028%
Storage Unit No.57	0.0025%	0.0028%
Storage Unit No.58	0.0025%	0.0028%
Storage Unit No.59	0.0025%	0.0028%
Storage Unit No.60	0.0025%	0.0028%
Storage Unit No.61	0.0025%	0.0028%
Storage Unit No.62	0.0025%	0.0028%
Storage Unit No.63	0.0025%	0.0028%
Storage Unit No.64	0.0025%	0.0028%
Storage Unit No.65	0.0025%	0.0028%
Storage Unit No.66	0.0025%	0.0028%
Storage Unit No.67	0.0025%	0.0028%
Storage Unit No.68	0.0025%	0.0028%
Storage Unit No.69	0.0025%	0.0028%
Storage Unit No.70	0.0025%	0.0028%
Storage Unit No.71	0.0025%	0.0028%
Storage Unit No.72	0.0025%	0.0028%
Storage Unit No.73	0.0025%	0.0028%
Storage Unit No.74	0.0025%	0.0028%
Storage Unit No.75	0.0025%	0.0028%
Storage Unit No.76	0.0025%	0.0028%
Storage Unit No.77	0.0025%	0.0028%
Storage Unit No.78	0.0025%	0.0028%
Storage Unit No.79	0.0025%	0.0028%
Storage Unit No.80	0.0025%	0.0028%
Storage Unit No.81	0.0025%	0.0028%
Storage Unit No.82	0.0025%	0.0028%
Storage Unit No.83	0.0025%	0.0028%
Storage Unit No.84	0.0025%	0.0028%
Storage Unit No.85	0.0025%	0.0028%
Storage Unit No.86	0.0025%	0.0028%
Storage Unit No.87	0.0025%	0.0028%
Storage Unit No.88	0.0025%	0.0028%
Storage Unit No.89	0.0025%	0.0028%
Storage Unit No.90	0.0025%	0.0028%
Storage Unit No.91	0.0025%	0.0028%
Storage Unit No.92	0.0025%	0.0028%
Storage Unit No.93	0.0025%	0.0028%
Storage Unit No.94	0.0025%	0.0028%
Storage Unit No.95	0.0025%	0.0028%
Storage Unit No.96	0.0025%	0.0028%
Storage Unit No.97	0.0025%	0.0028%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
Storage Unit No.44	5,000	0.0012%
Storage Unit No.45	5,000	0.0012%
Storage Unit No.46	5,000	0.0012%
Storage Unit No.47	5,000	0.0012%
Storage Unit No.48	5,000	0.0012%
Storage Unit No.49	5,000	0.0012%
Storage Unit No.50	5,000	0.0012%
Storage Unit No.51	5,000	0.0012%
Storage Unit No.52	5,000	0.0012%
Storage Unit No.53	5,000	0.0012%
Storage Unit No.54	5,000	0.0012%
Storage Unit No.55	5,000	0.0012%
Storage Unit No.56	5,000	0.0012%
Storage Unit No.57	5,000	0.0012%
Storage Unit No.58	5,000	0.0012%
Storage Unit No.59	5,000	0.0012%
Storage Unit No.60	5,000	0.0012%
Storage Unit No.61	5,000	0.0012%
Storage Unit No.62	5,000	0.0012%
Storage Unit No.63	5,000	0.0012%
Storage Unit No.64	5,000	0.0012%
Storage Unit No.65	5,000	0.0012%
Storage Unit No.66	5,000	0.0012%
Storage Unit No.67	5,000	0.0012%
Storage Unit No.68	5,000	0.0012%
Storage Unit No.69	5,000	0.0012%
Storage Unit No.70	5,000	0.0012%
Storage Unit No.71	5,000	0.0012%
Storage Unit No.72	5,000	0.0012%
Storage Unit No.73	5,000	0.0012%
Storage Unit No.74	5,000	0.0012%
Storage Unit No.75	5,000	0.0012%
Storage Unit No.76	5,000	0.0012%
Storage Unit No.77	5,000	0.0012%
Storage Unit No.78	5,000	0.0012%
Storage Unit No.79	5,000	0.0012%
Storage Unit No.80	5,000	0.0012%
Storage Unit No.81	5,000	0.0012%
Storage Unit No.82	5,000	0.0012%
Storage Unit No.83	5,000	0.0012%
Storage Unit No.84	5,000	0.0012%
Storage Unit No.85	5,000	0.0012%
Storage Unit No.86	5,000	0.0012%
Storage Unit No.87	5,000	0.0012%
Storage Unit No.88	5,000	0.0012%
Storage Unit No.89	5,000	0.0012%
Storage Unit No.90	5,000	0.0012%
Storage Unit No.91	5,000	0.0012%
Storage Unit No.92	5,000	0.0012%
Storage Unit No.93	5,000	0.0012%
Storage Unit No.94	5,000	0.0012%
Storage Unit No.95	5,000	0.0012%
Storage Unit No.96	5,000	0.0012%
Storage Unit No.97	5,000	0.0012%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
Storage Unit No.98	0.0025%	0.0028%
Storage Unit No.99	0.0025%	0.0028%
Storage Unit No.100	0.0025%	0.0028%
Storage Unit No.101	0.0025%	0.0028%
Storage Unit No.102	0.0025%	0.0028%
Storage Unit No.103	0.0025%	0.0028%
Storage Unit No.104	0.0025%	0.0028%
Storage Unit No.105	0.0025%	0.0028%
Storage Unit No.106	0.0025%	0.0028%
Storage Unit No.107	0.0025%	0.0028%
Storage Unit No.108	0.0025%	0.0028%
Storage Unit No.109	0.0025%	0.0028%
Storage Unit No.110	0.0025%	0.0028%
Storage Unit No.111	0.0025%	0.0028%
Storage Unit No.112	0.0025%	0.0028%
Storage Unit No.113	0.0025%	0.0028%
Storage Unit No.114	0.0025%	0.0028%
Storage Unit No.115	0.0025%	0.0028%
Storage Unit No.116	0.0025%	0.0028%
Storage Unit No.117	0.0025%	0.0028%
Storage Unit No.118	0.0025%	0.0028%
Storage Unit No.119	0.0025%	0.0028%
Storage Unit No.120	0.0025%	0.0028%
Storage Unit No.121	0.0025%	0.0028%
Storage Unit No.122	0.0025%	0.0028%
Storage Unit No.123	0.0025%	0.0028%
Storage Unit No.124	0.0025%	0.0028%
Storage Unit No.125	0.0025%	0.0028%
Storage Unit No.126	0.0025%	0.0028%
Storage Unit No.127	0.0025%	0.0028%
Storage Unit No.128	0.0025%	0.0028%
Storage Unit No.129	0.0025%	0.0028%
Storage Unit No.130	0.0025%	0.0028%
Storage Unit No.131	0.0025%	0.0028%
Storage Unit No.132	0.0025%	0.0028%
Storage Unit No.133	0.0025%	0.0028%
Storage Unit No.134	0.0025%	0.0028%
Storage Unit No.135	0.0025%	0.0028%
Storage Unit No.136	0.0025%	0.0028%
Storage Unit No.137	0.0025%	0.0028%
Storage Unit No.138	0.0025%	0.0028%
Storage Unit No.139	0.0025%	0.0028%
Storage Unit No.140	0.0025%	0.0028%
Storage Unit No.141	0.0025%	0.0028%
Storage Unit No.142	0.0025%	0.0028%
Storage Unit No.143	0.0025%	0.0028%
Storage Unit No.144	0.0025%	0.0028%
Storage Unit No.145	0.0025%	0.0028%
Storage Unit No.146	0.0025%	0.0028%
Storage Unit No.147	0.0025%	0.0028%
Storage Unit No.148	0.0025%	0.0028%
Storage Unit No.149	0.0025%	0.0028%
Storage Unit No.150	0.0025%	0.0028%
Storage Unit No.151	0.0025%	0.0028%

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
Storage Unit No.98	5,000	0.0012%
Storage Unit No.99	5,000	0.0012%
Storage Unit No.100	5,000	0.0012%
Storage Unit No.101	5,000	0.0012%
Storage Unit No.102	5,000	0.0012%
Storage Unit No.103	5,000	0.0012%
Storage Unit No.104	5,000	0.0012%
Storage Unit No.105	5,000	0.0012%
Storage Unit No.106	5,000	0.0012%
Storage Unit No.107	5,000	0.0012%
Storage Unit No.108	5,000	0.0012%
Storage Unit No.109	5,000	0.0012%
Storage Unit No.110	5,000	0.0012%
Storage Unit No.111	5,000	0.0012%
Storage Unit No.112	5,000	0.0012%
Storage Unit No.113	5,000	0.0012%
Storage Unit No.114	5,000	0.0012%
Storage Unit No.115	5,000	0.0012%
Storage Unit No.116	5,000	0.0012%
Storage Unit No.117	5,000	0.0012%
Storage Unit No.118	5,000	0.0012%
Storage Unit No.119	5,000	0.0012%
Storage Unit No.120	5,000	0.0012%
Storage Unit No.121	5,000	0.0012%
Storage Unit No.122	5,000	0.0012%
Storage Unit No.123	5,000	0.0012%
Storage Unit No.124	5,000	0.0012%
Storage Unit No.125	5,000	0.0012%
Storage Unit No.126	5,000	0.0012%
Storage Unit No.127	5,000	0.0012%
Storage Unit No.128	5,000	0.0012%
Storage Unit No.129	5,000	0.0012%
Storage Unit No.130	5,000	0.0012%
Storage Unit No.131	5,000	0.0012%
Storage Unit No.132	5,000	0.0012%
Storage Unit No.133	5,000	0.0012%
Storage Unit No.134	5,000	0.0012%
Storage Unit No.135	5,000	0.0012%
Storage Unit No.136	5,000	0.0012%
Storage Unit No.137	5,000	0.0012%
Storage Unit No.138	5,000	0.0012%
Storage Unit No.139	5,000	0.0012%
Storage Unit No.140	5,000	0.0012%
Storage Unit No.141	5,000	0.0012%
Storage Unit No.142	5,000	0.0012%
Storage Unit No.143	5,000	0.0012%
Storage Unit No.144	5,000	0.0012%
Storage Unit No.145	5,000	0.0012%
Storage Unit No.146	5,000	0.0012%
Storage Unit No.147	5,000	0.0012%
Storage Unit No.148	5,000	0.0012%
Storage Unit No.149	5,000	0.0012%
Storage Unit No.150	5,000	0.0012%
Storage Unit No.151	5,000	0.0012%

SCHEDULE C

RESIDENTIAL ALLOCATION PERCENTAGE

UNIT	COMMON INTEREST	RESIDENTIAL ALLOCATION
Storage Unit No.152	0.0025%	0.0028%
Storage Unit No.153	0.0025%	0.0028%
Storage Unit No.154	0.0025%	0.0028%
Storage Unit No.155	0.0025%	0.0028%
Storage Unit No.156	0.0025%	0.0028%
Storage Unit No.157	0.0025%	0.0028%
Storage Unit No.158	0.0025%	0.0028%
Storage Unit No.159	0.0025%	0.0028%
Storage Unit No.160	0.0025%	0.0028%
Storage Unit No.161	0.0025%	0.0028%
Storage Unit No.162	0.0025%	0.0028%
Storage Unit No.163	0.0025%	0.0028%
Storage Unit No.164	0.0025%	0.0028%
Storage Unit No.165	0.0025%	0.0028%
Storage Unit No.166	0.0025%	0.0028%
Storage Unit No.167	0.0025%	0.0028%
Storage Unit No.168	0.0025%	0.0028%
Storage Unit No.169	0.0025%	0.0028%
Storage Unit No.170	0.0025%	0.0028%
Storage Unit No.171	0.0025%	0.0028%
Storage Unit No.172	0.0025%	0.0028%
Storage Unit No.173	0.0025%	0.0028%
Storage Unit No.174	0.0025%	0.0028%
Storage Unit No.175	0.0025%	0.0028%
Storage Unit No.176	0.0025%	0.0028%
Storage Unit No.177	0.0025%	0.0028%
Storage Unit No.178	0.0025%	0.0028%
Storage Unit No.179	0.0025%	0.0028%
Storage Unit No.180	0.0025%	0.0028%
Storage Unit No.181	0.0025%	0.0028%
Storage Unit No.182	0.0025%	0.0028%
Storage Unit No.183	0.0025%	0.0028%
Storage Unit No.184	0.0025%	0.0028%
Storage Unit No.185	0.0025%	0.0028%
Storage Unit No.186	0.0025%	0.0028%
Storage Unit No.187	0.0025%	0.0028%
Storage Unit No.188	0.0025%	0.0028%
Storage Unit No.189	0.0025%	0.0028%
Storage Unit No.190	0.0025%	0.0028%
Storage Unit No.191	0.0025%	0.0028%
Storage Unit No.192	0.0025%	0.0028%
Storage Unit No.193	0.0025%	0.0028%
Storage Unit No.194	0.0025%	0.0028%
Storage Unit No.195	0.0025%	0.0028%
Storage Unit No.196	0.0025%	0.0028%
Storage Unit No.197	0.0025%	0.0028%
Storage Unit No.198	0.0025%	0.0028%
Storage Unit No.199	0.0025%	0.0028%
Storage Unit No.200	0.0025%	0.0028%
Storage Unit No.201	0.1125%	0.1281%
SUBTOTAL	**0.6125%**	**0.6977%**
TOTAL	**87.7886%**	**100.0000%**

OFFERING PRICE PERCENTAGE

UNIT	OFFERING PRICE	PERCENT OF TOTAL
Storage Unit No.152	5,000	0.0012%
Storage Unit No.153	5,000	0.0012%
Storage Unit No.154	5,000	0.0012%
Storage Unit No.155	5,000	0.0012%
Storage Unit No.156	5,000	0.0012%
Storage Unit No.157	5,000	0.0012%
Storage Unit No.158	5,000	0.0012%
Storage Unit No.159	5,000	0.0012%
Storage Unit No.160	5,000	0.0012%
Storage Unit No.161	5,000	0.0012%
Storage Unit No.162	5,000	0.0012%
Storage Unit No.163	5,000	0.0012%
Storage Unit No.164	5,000	0.0012%
Storage Unit No.165	5,000	0.0012%
Storage Unit No.166	5,000	0.0012%
Storage Unit No.167	5,000	0.0012%
Storage Unit No.168	5,000	0.0012%
Storage Unit No.169	5,000	0.0012%
Storage Unit No.170	5,000	0.0012%
Storage Unit No.171	5,000	0.0012%
Storage Unit No.172	5,000	0.0012%
Storage Unit No.173	5,000	0.0012%
Storage Unit No.174	5,000	0.0012%
Storage Unit No.175	5,000	0.0012%
Storage Unit No.176	5,000	0.0012%
Storage Unit No.177	5,000	0.0012%
Storage Unit No.178	5,000	0.0012%
Storage Unit No.179	5,000	0.0012%
Storage Unit No.180	5,000	0.0012%
Storage Unit No.181	5,000	0.0012%
Storage Unit No.182	5,000	0.0012%
Storage Unit No.183	5,000	0.0012%
Storage Unit No.184	5,000	0.0012%
Storage Unit No.185	5,000	0.0012%
Storage Unit No.186	5,000	0.0012%
Storage Unit No.187	5,000	0.0012%
Storage Unit No.188	5,000	0.0012%
Storage Unit No.189	5,000	0.0012%
Storage Unit No.190	5,000	0.0012%
Storage Unit No.191	5,000	0.0012%
Storage Unit No.192	5,000	0.0012%
Storage Unit No.193	5,000	0.0012%
Storage Unit No.194	5,000	0.0012%
Storage Unit No.195	5,000	0.0012%
Storage Unit No.196	5,000	0.0012%
Storage Unit No.197	5,000	0.0012%
Storage Unit No.198	5,000	0.0012%
Storage Unit No.199	5,000	0.0012%
Storage Unit No.200	5,000	0.0012%
Storage Unit No.201	225,000	0.0528%
SUBTOTAL	**1,225,000**	**0.2873%**
TOTAL	**426,325,000**	**100.0000%**

9. SCHEDULE D TO THE DECLARATION

BY-LAWS

of

220 RIVERSIDE BOULEVARD
AT TRUMP PLACE

220 Riverside Boulevard
New York, New York

ROBINSON SILVERMAN PEARCE ARONSOHN & BERMAN LLP
Attorneys for Declarant
1290 Avenue of the Americas
New York, New York 10104

TABLE OF CONTENTS

Page

ARTICLE 1

GENERAL 1
Section 1.1. Purpose 1
Section 1.2. Applicability of By-Laws 1
Section 1.3. Application 1
Section 1.4. Address 1
Section 1.5. Title to Units 1

ARTICLE 2 BOARD OF MANAGERS 2
Section 2.1. Number and Qualification 2
Section 2.2 Term of Office 4
Section 2.3. Resignation and Removal of Members of the Board of Managers 4
Section 2.4. Vacancies 5
Section 2.5. Powers and Duties 5
Section 2.6. Managing Agent and Manager 12
Section 2.7. Organizational Meeting 12
Section 2.8. Regular Meetings 12
Section 2.9. Special Meetings 12
Section 2.10. Waiver of Notice; Telephone Participation 13
Section 2.11. Quorums, Determinations and Adjournments 13
Section 2.12. Fidelity Bonds 14
Section 2.13. Compensation 14
Section 2.14. Liability of the Board of Managers and Officers of the Condominium 14
Section 2.15. Executive Committees 15
Section 2.16. Other Committees 15
Section 2.17. Resolutions 15
Section 2.18. Rules and Regulations. 15

ARTICLE 3 UNIT OWNERS 16
Section 3.1. Annual Meetings 16
Section 3.2. Place of Meetings 16
Section 3.3. Special Meetings 16
Section 3.4. Notice of Meetings 16
Section 3.5. Adjournment of Meetings 17
Section 3.6. Order of Business 17
Section 3.7. Voting 17
Section 3.8. Proxies 18
Section 3.9. Majority of Unit Owners 18
Section 3.10. Quorum 19
Section 3.11. Binding Nature of Majority Vote 19
Section 3.12. Action Without Meeting 19

ARTICLE 4 OFFICERS 19

Section 4.1. Designation and Qualification 19
Section 4.2. Election of Officers 19
Section 4.3. Removal, Resignation and Other Vacancies 20
Section 4.4. President 20
Section 4.5. Vice-President 20
Section 4.6. Secretary 20
Section 4.7. Treasurer 20
Section 4.8. Agreements, Contracts, Deeds, Checks, etc 21
Section 4.9. Compensation of Officers 21

ARTICLE 5 COMMON EXPENSES, CHARGES AND ASSESSMENTS DETERMINATION, PAYMENT, COLLECTION AND ACCOUNTS 21
Section 5.1. Determination of Common Expenses and Fixing of Common Charges; Special Assessments; Electricity Assessments. 21
Section 5.2. Accounts 24
Section 5.3. Reserves 25
Section 5.4. Payment of Common Charges and Assessments; Liability of Grantee and Grantor After Transfer of Unit 25
Section 5.5. Default in Payment of Common Charges and Assessments 26
Section 5.6. Collection of Common Charges and Assessments 26
Section 5.7. Unpaid Common Charges and Assessments - Personal Obligation of Unit Owner and Lien on Unit. 27
Section 5.8. Foreclosure of Lien for Common Charges and Assessments; Liability of Grantee in Foreclosure. 27
Section 5.9. Proceedings to Foreclose Common Charge Liens or Otherwise Collect Unpaid Common Charges and Assessments; Unit Rentals 28
Section 5.10. Statement of Monies Owed 28
Section 5.11. Property Owners Association 29

ARTICLE 6 INSURANCE 29
Section 6.1. Generally 29
Section 6.2. Repair or Reconstruction After Fire or Other Casualty 30
Section 6.3. Unit Owner Failure to Rebuild. 31
Section 6.4. Termination of Condominium Following Damage or Destruction 32
Section 6.5. Construction Manager and General Contractor 32

ARTICLE 7 THE CONDOMINIUM PROPERTY USE, OPERATION, PRESERVATION, MAINTENANCE AND REPAIR .. 32
Section 7.1. Maintenance and Repairs Which Are the Responsibility of the Board of Managers, the Residential Committee or the Non-Residential Representative 32
Section 7.2. Maintenance and Repairs Which Are a Unit Owner's Responsibility 33
Section 7.3. Quality, Type and Scheduling of Maintenance and Repairs 34
Section 7.4. Scaffolding 35
Section 7.5. Violations of Maintenance Obligations 35
Section 7.6. Restrictions on Use of Units 35
Section 7.7. Additions, Alterations or Improvements by Board of Managers 38

Section 7.8. Additions, Alterations or Improvements by Unit Owners 40
Section 7.9. Use of Common Elements and Facilities 43
Section 7.10. Right of Access 43
Section 7.11. Water Charges and Sewer Rents 43
Section 7.12. Electricity 44

ARTICLE 8 MORTGAGES 45
Section 8.1. Unit Owner's Rights 45
Section 8.2. Notice to Board of Managers 45
Section 8.3. Notice of Unpaid Common Charges or Other Default 45
Section 8.4. Notice of Default 45
Section 8.5. Permitted Mortgagees to Notify Board of Managers, Residential Committee and Non-Residential Representative of Unit Owner's Default 46
Section 8.6. Board of Managers, Residential Committee, and Non-Residential Representative Shall Be Notified in All Mortgage or Other Lien Foreclosures; Right to Bid 46
Section 8.7. Receivers 46

ARTICLE 9 SALES AND LEASES OF UNITS 47
Section 9.1. Sales 47
Section 9.2. Leases 48
Section 9.3. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers. 50
Section 9.4. No Severance of Ownership 50
Section 9.5. Release by Board of Managers of Right of First Refusal 51
Section 9.6. Certificate of Termination of Right of First Refusal 51
Section 9.7. Financing of Purchase of Units by Board of Managers 51
Section 9.8. Exceptions 51
Section 9.9. Gifts and Devises, etc 51
Section 9.10. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or Its Designee, on Behalf of All Unit Owners as Tenants in Common 51
Section 9.11. Payment of Assessments 52

ARTICLE 10 CONDEMNATION 52
Section 10.1. Action to Contest Condemnation 52
Section 10.2. Obligation to Restore 52
Section 10.3. Partition Action in Lieu of Continuation of Condominium After Partial Taking by Condemnation 52
Section 10.4. Distribution of Condemnation Awards 53
Section 10.5. Temporary Taking 54
Section 10.6. Insurance Trustee 54

ARTICLE 11 ARBITRATION 54
Section 11.1. Applicability 54
Section 11.2. Appointment of Arbitrators 54
Section 11.3. Qualification of Arbitrators 55
Section 11.4. Procedures 55
Section 11.5. Costs and Expenses 56

Section 11.6. Agreement by Parties 56

ARTICLE 12 RECORDS AND AUDITS 56
Section 12.1. General 56
Section 12.2 Examination of Books 56

ARTICLE 13 GENERAL 57
Section 13.1. Notices 57
Section 13.2. Real Estate Taxes 57
Section 13.3. Abatement and Enjoinment of Violations by Unit Owners 58
Section 13.4. Invalidity 58
Section 13.5. Captions 58
Section 13.6. Plurals 58
Section 13.7. Waiver 58

ARTICLE 14 AMENDMENTS TO BY-LAWS 59
Section 14.1. General 59
Section 14.2. Declarant's Rights 59
Section 14.3. Use of Units 60

ARTICLE 15 CONFLICTS 60
Section 15.1. Generally 60

Exhibits

Exhibit A Initial Rules and Regulations of Condominium

BY-LAWS

of

220 RIVERSIDE BOULEVARD
AT TRUMP PLACE
220 Riverside Boulevard
New York, New York

ARTICLE 1

GENERAL

Section 1.1. Purpose. The purpose of these By-laws is to set forth the rules and procedures governing the operation and conduct of the condominium project known as 220 Riverside Boulevard at Trump Place (the "***Condominium***"). All capitalized terms used in these By-laws and not defined herein, shall have the meanings ascribed to them in the Declaration to which they are annexed.

Section 1.2. Applicability of By-Laws. The provisions of these By-laws are applicable to the Property and to the use and occupancy thereof. The term "***Property***" as used in these By-laws shall include, in addition to the Land, the Building and all other improvements thereon (including the Units and the Common Elements), all easements, rights and appurtenances belonging thereto, and all other property, personal or otherwise intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Condominium Act.

Section 1.3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, agents and/or licensees, and any other persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations, each as amended from time to time. The acceptance of a deed or conveyance or the entering into (or acceptance of assignment) of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 1.4. Address. The address of the Condominium is 220 Riverside Boulevard, New York, New York 10069.

Section 1.5. Title to Units.

(a) Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation, limited liability company, partnership, fiduciary, trust, estate, unincorporated association, organization, syndicate, joint venture, government (or any mission, department or agency thereof), or any other entity.

(b) Notwithstanding the foregoing, before any such conveyance to a government or governmental mission, or to a department, agency or consulate of a government, or to any other individual or entity who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, may occur or be valid or effective, the Board of Managers may require that certain additional conditions be satisfied.

(c) Specifically, the Board of Managers may require that the potential grantee enter into an agreement with the Board of Managers, on terms acceptable to the Board of Managers and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Board of Managers or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Board of Managers shall elect, and (iii) permits execution and enforcement of any judgment obtained by the Board of Managers.

(d) The Board of Managers may require evidence satisfactory to the Board's counsel, of the authority of the party executing any such agreement to execute it, and confirming the binding nature of any agreement executed by such party.

(e) With respect to any potential grantee which is a governmental entity (i.e., any of the types of parties described in Section 1.5(b) above), or a corporation, limited liability company, partnership, trust or other entity including, without limitation, those itemized in Section 1.5 (a) above, the Board of Managers shall have the right and authority to require personal guarantees and/or such other assurances and security as the Board of Managers shall reasonably deem necessary to insure that Common Charges due with respect to the Unit are paid and other obligations respecting the Unit are satisfied.

ARTICLE 2

BOARD OF MANAGERS

Section 2.1. Number and Qualification.

(a) The affairs of the Condominium shall be governed by a Board of Managers (the **"Board of Managers"** or the **"Condominium Board"**). The Board of Managers shall comprise representatives of both the Residential and Non-Residential Unit Owners. The initial Board of Managers shall consist of three persons designated by the Declarant. These individuals shall hold office until their successors shall have been installed at the first annual meeting of Unit Owners held pursuant to Section 3.1 of these By-laws,

at which time an eight (8) member Board of Managers shall be established in accordance with these By-laws. Of these eight (8) members, seven (7) individuals shall be appointed or elected by the Residential Unit Owners, including Declarant or its designee (which seven (7) members shall be known as the **"Residential Committee"** or the **"Residential Committee of the Board of Managers"**), and one (1) individual shall be elected or appointed by the Non-Residential Unit Owners as their representative (the **"Non-Residential Representative"**).

(b) At all annual meetings of Unit Owners, Declarant and/or its designee shall be entitled to vote for nominees for election to the Board in accordance with Declarant's and/or its designee's ownership of Units. In addition, while Declarant and/or its designee owns Residential Units representing at least 25% in Residential Allocation Percentage, Declarant and/or its designee shall have the right, but not the obligation, to appoint a majority of members to the Residential Committee of the Board of Managers. However, after the earlier of conveyance of title by Declarant to Residential Units representing 76% in Residential Allocation Percentage, or the fifth annual anniversary of the First Unit Closing, Declarant will not have the right to appoint a majority of members to the Residential Committee of the Board of Managers even if Declarant's Residential Allocation Percentage or any provisions of these By-laws would otherwise allow Declarant to do so.

(c) In addition to the foregoing, so long as Declarant and/or its designee shall continue collectively to own (i) Residential Units representing less than 25% but at least 10% in Residential Allocation Percentage, Declarant and/or its designee shall have the right to appoint three (3) members of the Residential Committee, and (ii) Residential Units representing less than 10% in Residential Allocation Percentage but at least one Residential Unit, Declarant and/or its designee shall have the right to appoint one (1) member of the Residential Committee.

(d) Notwithstanding anything in these By-laws to the contrary, whenever Declarant shall have the right to designate more than one member of the Board, Declarant may appoint one person to serve on the Board and that person shall have the same rights and votes as would have been available to Declarant had Declarant appointed separate Board members.

(e) So long as Declarant and/or its designee continues to own at least one Residential Unit, the number of members of the Residential Committee and the Board of Managers may not be changed without the prior consent of Declarant and/or its designee.

(f) All members of the Residential Committee of the Board of Managers, other than the appointees of Declarant or its designee(s), shall be Unit Owners or spouses of Unit Owners (in the case of individual Unit Owners), or shall be the designee of a Permitted Mortgagee of a Unit. In the case of partnership Owners or mortgagees, the Board member shall be a general partner of such partnership (and, if the general partner is a corporation or partnership, shall be an officer, director, shareholder or partner of such corporate or partnership general partner, as applicable). In the case of corporate Unit Owners or mortgagees, the Board member shall be an officer, director or shareholder of such corporation. In the case of limited liability company Owners or mortgagees, the Board member shall be a member of such company or a principal of a member of the company. In the case of fiduciary Unit Owners or mortgagees, the Board member shall be the fiduciary or an officer of such fiduciary. With respect to any other type of Unit Owner or mortgagee that is an entity, the Board member must be an individual principal, member or other authorized designee of the Unit Owner or mortgagee. With respect to multi-party Residential Unit Owners (i.e., spouses, partners), only one person per Unit may be a member of the Board of Managers. The Non-Residential Representative need not be a Non-Residential Unit Owner, nor must he or she have any of the

relationships to the Non-Residential Unit Owners set forth above, but he or she must be the elected or appointed representative of a majority of the Non-Residential Unit Owners. To be authorized to vote as a Board member, a Unit Owner must not be in default of any payment of Common Charges and other assessments.

(g) If a member of the Board of Managers ceases to meet the qualifications for membership set forth in the previous paragraph, he or she shall be deemed to have resigned from the Board effective as of the date such ownership, stock ownership, partnership, mortgage or other qualifying interest ceased.

Section 2.2 Term of Office.

(a) The term of office of members of the Residential Committee of the Board of Managers elected at the first annual meeting of Unit Owners shall be two (2) years for four (4) members and one year for three (3) members, or until their respective successors are elected or appointed. The four candidates receiving the highest number of votes shall serve the two-year terms, and the three candidates receiving the next highest number of votes candidates shall serve the one-year terms. Thereafter at all annual meetings, candidates will be elected for two-year terms. Declarant's appointees to the Residential Committee shall serve one-year terms while they are members of the Residential Committee.

(b) The term of office of the Non-Residential Representative shall be one (1) year, or until his or her successor is elected or appointed.

(c) Members of the Board of Managers may serve for more than one term.

(d) When in accordance with these By-laws the number of Declarant-appointed members of the Residential Committee is to decrease as a result of Declarant's decreased ownership, the Declarant-appointed Board member shall step down at the end of his or her term (or sooner if Declarant or its designee shall so direct). Likewise, when Declarant and its designee no longer own any Residential Units, Declarant's appointee to the Residential Committee shall step down at the end of his or her term (or sooner, if Declarant or its designee so directs). A successor to a departing Declarant-appointee shall be elected by the Residential Unit Owners at an annual meeting or at a special meeting of Unit Owners, as the Board or the timing of the Declarant-designee's resignation shall dictate, for a term of one year or two years, as determined by the remaining members of the Residential Committee, to insure that terms of not more than three members of the Residential Committee expire in any one year.

Section 2.3. Resignation and Removal of Members of the Board of Managers.

(a) Members of the Board of Managers may resign at any time by giving notice in writing to the Board. Unless otherwise stated in the notice, the resignation shall be effective immediately.

(b) At any regular or special meeting of Residential Unit Owners, any one or more of the members of the Residential Committee, other than a member appointed or elected by Declarant or its designee, may be removed with or without cause by a majority of the Residential Unit Owners and a successor to any such Residential Committee member may then and there or thereafter be elected by the Residential Committee to fill the vacancy thus created, provided notice of such proposed removal was given to the Board member and in the notice of the meeting. Any member of the Board appointed by Declarant or its designee may be removed by Declarant or its designee, without notice, for any reason and by a majority

of the Unit Owners (with notice) for cause. A Non-Residential Representative may be removed by a majority of the Non-Residential Unit Owners without notice for any reason and by the Residential Unit Owners (with notice), for cause. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting (except for Declarant-appointed members being removed by Declarant, as to whom no such opportunity need be given). Regardless of whether a Declarant-appointee to the Board is removed by Declarant, Declarant's designee or the Unit Owners, only the Declarant or its designee shall have the right to designate a replacement for such Declarant-appointee. Similarly, only the Non-Residential Unit Owners shall have the right to designate a replacement for a Non-Residential Representative who has been removed from the Board.

Section 2.4. Vacancies. Subject to the provisions of Section 2.3 above, vacancies in the Residential Committee of the Board of Managers caused by any reason shall be filled by vote of a majority of the remaining Residential Committee members at a special meeting of the Residential Committee held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Residential Committee of the Board of Managers for the remainder of the term of the predecessor member and until a successor shall be elected. Subject to Section 2.3 above, a vacancy caused by death, resignation or otherwise of the Non-Residential Representative, shall be filled by vote of a majority of the Non-Residential Unit Owners at a meeting called for that purpose promptly after the occurrence of the vacancy, even though the Unit Owners present may constitute less than a quorum. Any person so elected shall be a member of the Non-Residential Committee for the remainder of the term of the predecessor member and until a successor shall be elected or appointed. Notwithstanding the foregoing, vacancies in the Board of Managers caused by death, resignation or otherwise of members appointed by Declarant or its designee, shall be filled only by appointment by Declarant or its designee.

Section 2.5. Powers and Duties.

(A) **Board of Managers Generally**: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-laws may not be delegated to the Board of Managers by the Unit Owners. All determinations however, which (i) affect only the Residential Area and do not "adversely affect" the Non-Residential Area or the use of the Non-Residential Units for their permitted purposes, may be made by the Residential Committee, and (ii) affect only the Non-Residential Area and do not "adversely affect" the Residential Area or the use of the Residential Units for their permitted purposes, may be made by the Non-Residential Representative. All other determinations with respect to administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Non-Residential Area and adversely affect the Residential Area, or (ii) relate to the Residential Area and adversely affect the Non-Residential Area, or (iii) relate to or affect the General Common Elements (including, but not limited to, establishment of General Common Charges), shall be made by the full Board of Managers. A dispute with respect to whether the determination of one component of the Condominium adversely affects the other component of the Condominium shall not be deemed to exist unless the objecting party specifies the ground for its objection in writing to the other party within ten (10) days of receipt by it of notice of such determination. Both the Residential Committee and the Non-Residential Representative shall have a duty to notify each other in writing each time a determination is made by one of them that might reasonably be expected to have a material impact on the Residential Area, if the determination is by the Non-Residential Representative, or on the Non-Residential Area, if the determination is by the Residential Committee (See Section 2.17 of these By-laws in this regard.)

Subject to the foregoing, the powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, maintenance, repair, replacement and cleaning of the General Common Elements and the 71st Street Public Access Area.

(b) Determination of the General Common Charges required to pay for the General Common Expenses of the Condominium, and determination of the portion of General Common Expenses to be paid by the Residential Unit Owners as part of their Residential Common Charges and the portion of General Common Expenses to be paid by the Non-Residential Unit Owners as their Non-Residential Common Charges.

(c) Collection of delinquent General Common Charges and other assessments from Unit Owners and expenditure of same to pay General Common Expenses.

(d) Employment and dismissal of the personnel necessary for maintenance and operation of the General Common Elements.

(e) Adoption and amendment of the Rules and Regulations covering operation and use of the Property, subject to prior approval by the Residential Committee of Rules and Regulations governing the use of the Residential Area, and subject to the prior approval by the Non-Residential Representative of Rules and Regulations governing the use of the Non-Residential Area, and seeking of damages and impositions of fines from Unit Owners for violations of Rules and Regulations. However, neither the Board of Managers, the Residential Committee or the Non-Residential Representative may enact rules or regulations or perform any acts, or make any other provisions that would interfere with Declarant's rights set forth in these By-laws or in the Declaration relating to sales and leasing of Units.

(f) Opening and maintaining of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Residential or Non-Residential Units offered for sale or lease, and Residential or Non-Residential Units surrendered by their owners to the Board of Managers.

(h) Purchasing a Residential or Non-Residential Unit at foreclosure or other judicial sale in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(i) Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property.

(j) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with Residential or Non-Residential Units acquired by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

(k) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Residential or Non-Residential Units or rights and interests in real and personal property.

(l) Leasing and/or licensing portions of the General Common Elements, including, without limitation, licensing portions of the roof and/or other portions of the Building, for cellular, satellite and/or other transmission or related purposes.

(m) Procuring and maintaining insurance for the Property, pursuant to the provisions of Article 6 hereof, and procuring and maintaining insurance required with respect to the 71st Street Public Access Area pursuant to the Restrictive Declaration and/or the Mapping Agreement.

(n) Making ordinary repairs, restorations, additions and improvements to or alterations of the General Common Elements and making repairs to and restoration of the Property and/or to the 71st Street Public Access Area after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(o) Borrowing money and thereby incurring debt on behalf of the Condominium in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations, improvements or additions to or alterations of, the General Common Elements and/or to the 71st Street Public Access Area, working capital, bad debts and unpaid Common Charges, depreciation, obsolescence or similar purposes, or otherwise in connection with any permitted action or activity of the Board. However, (i) the consent of Unit Owners representing at least a majority in number and Common Interest authorized to vote and present in person or by proxy and voting at a meeting duly called and held for such purpose in accordance with the provisions of these By-laws, shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of loans outstanding from previous years) and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the consent of the Owner of the Unit so affected, subject to the provisions of subparagraph (p) below. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (o) or elsewhere in these By-laws is not repaid by the Board, a Unit Owner who pays to the creditor such Unit Owner's proportionate share of the sum based on such Unit Owner's Common Interest, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit. The foregoing sentence shall be deemed incorporated into each and every loan agreement or promissory note entered into or made by the Board of Managers pursuant to the authority granted it in the Condominium Instruments.

(p) In addition, in connection with a debt incurred by it pursuant to the foregoing paragraph, the Board of Managers, on behalf of the Unit Owners, may (i) assign to the lender the Board's rights in and to future General Common Charges, (ii) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that the Board holds, (iii) agree that, to the extent of any amounts due under any provisions of the agreements pursuant to which the debt was incurred, and subject to the provisions of Section 339-l of the Condominium Act, all Common Charges received and to be received by the Board of Managers, and the right to receive such funds, shall constitute trust funds for the purpose of paying such debt and such funds shall be expended for such purpose before expending any part of the same for any other purpose, and (iv) agree that at the lender's direction the Board will increase General Common Charges to the extent necessary

to pay any amount when due under any of the provisions of the agreements pursuant to which the debt was incurred. The foregoing sentence shall not be construed to authorize the Board of Managers to create a lien on any Common Elements. Any such assignment may provide, subject to the provisions of subparagraph (o) above, that in the event of a default, the lender shall have the right of the Board of Managers to file liens in the lender's name on Units for unpaid General Common Charges in accordance with these By-laws and Section 339-z and 339-aa of the Condominium Act, and to foreclose such liens pursuant to Section 339-aa of the Condominium Act and pursuant to these By-laws.

(q) Levying fines or taking other action against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property. Fines shall be considered General Common Charges payable by the Unit Owner against whom they are assessed.

(r) Adjusting and settling claims under insurance policies obtained pursuant to Article 6 hereof, and executing and delivering releases upon settlement of such claims on behalf of all Unit Owners.

(s) Execution, acknowledgment and delivery of (i) any declaration or other instrument affecting the Property which the Board of Managers deems appropriate or necessary 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 Property, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Board of Managers deems necessary or appropriate.

(t) Prepare, execute and record, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-laws.

(u) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units as agent for each Unit Owner who has given appropriate written authorization (and to retain counsel in connection therewith on behalf of all such Unit Owners), provided that each such Unit Owner indemnifies the Board of Managers from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

(v) The Board of Managers shall appoint one of its members to represent the Condominium and serve on behalf of all Unit Owners and the Board of Managers as the Member of the Property Owners Association at all meetings of, and otherwise in connection with, the Property Owners Association.

(w) Determining to license portions of the Common Elements for use by Unit Owners as storage areas, to charge a fee for such use, to treat such fee as an assessment by the Board and to enter into a license agreement with any Unit Owner desiring to use such space, setting forth the terms of the license.

(x) Implementing and maintaining all procedures and actions as shall be reasonably required for the Condominium to be in compliance with any and all obligations imposed pursuant to the Restrictive Declaration, the Mapping Agreement and/or the Property Owners Declaration.

(B) **Residential Committee**: The Residential Committee shall be entitled, to the extent permitted by law, and by the provisions of Section 2.5(A) of these By-laws, to make determinations and undertake certain of the foregoing tasks on behalf of the Board of Managers, insofar as said determination and tasks affect only the Residential Area and do not adversely affect the Non-Residential Component. Thus, subject to the foregoing, the determinations and actions the Residential Committee may make, include without limitation, those concerning:

(a) Operation, care, upkeep, maintenance, repair, replacement and cleaning of the Residential Area.

(b) The amount of Residential Common Charges subject, however, to determination by the Board of Managers of the Residential Area's share of General Common Charges, and collection of Residential Common Charges and payment of portion of same attributable to General Common Charges to the Board of Managers.

(c) Employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Area.

(d) Making ordinary repairs, restorations, additions and improvements to, or alteration of, the Residential Common Elements.

(e) Making repairs to and restorations of the Residential Area or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(f) Enforcing obligations of Residential Unit Owners.

(g) Opening and maintaining bank accounts on behalf of the Residential Area (with respect to matters within its jurisdiction as provided in these By-laws) and designating the signatories required therefor.

(h) Borrowing money on behalf of the Residential Area when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Residential Area or otherwise in connection with any permitted action or activity of the Residential Committee, provided, however, that (i) the consent of Unit Owners representing at least 66-2/3% in Residential Allocation Percentage authorized to vote and present in person or by proxy at a meeting duly called and held for such purpose in accordance with these By-laws, shall be required for any borrowings in excess of the aggregate amount of $500,000 (including the pro rata share of the Residential Area with respect to any borrowing made by the Board of Managers pursuant to Section 2.5(A)(o) or (p) of these By-laws) in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the consent of the Owner of such Unit, and (iii) a Non-Residential Unit Owner will not be liable for repayment of any

portion of any such loan. If any sum borrowed by the Residential Committee pursuant to the authority contained in this subparagraph (h) is not repaid by said Committee, a Residential Unit Owner who pays to the creditor an amount equal to said Unit Owner's Residential Allocation Percentage of the total amount owed, shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit.

(C) **Non-Residential Representative**: The Non-Residential Representative shall be entitled, to the extent permitted by law, by the provisions of Section 2.5(A) of these By-laws, to make determinations and undertake certain tasks ascribed to the Board of Managers in Section 2.5(A) of these By-laws, on behalf of the Board of Managers, insofar as said determinations and tasks affect only the Non-Residential Units and do not adversely affect the Residential Area. Thus, subject to the foregoing, the determinations and actions the Non-Residential Representative may make, include, without limitation, those concerning:

(a) Operation, care, upkeep, maintenance, repair, replacement and cleaning of the Non-Residential Area.

(b) The amount of Non-Residential Common Charges, subject, however, to determination by the Board of Managers of the Non-Residential Unit Owners' share of General Common Charges, and collection of Non-Residential Common Charges and payment of the portion of same attributable to General Common Charges to the Board of Managers.

(c) Employment and dismissal of the personnel necessary for the maintenance and operation of the Non-Residential Area.

(d) Making ordinary repairs, restorations, additions and improvements to, or alteration of, the Non-Residential Common Elements.

(e) Making repairs to and restorations of the Non-Residential Area or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(f) Enforcing obligations of Non-Residential Unit Owners.

(g) Opening and maintaining bank accounts on behalf of the Non-Residential Area (with respect to matters within its jurisdiction as provided in these By-laws) and designating the signatories required therefor.

(h) Borrowing money on behalf of the Non-Residential Area when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Non-Residential Area or otherwise in connection with any permitted action or activity of the Non-Residential Representative provided, however, that (i) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the Owner of such Unit and (ii) Residential Unit Owners will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Non-Residential Representative pursuant to the authority contained in this subparagraph (h) is not repaid by said Representative, a Non-Residential Unit Owner who pays to the creditor such proportion thereof as said Unit Owner's Common Interest bears to the aggregate Common Interest of all Non-Residential Unit Owners, shall be entitled to obtain from the creditor a release of any judgment or any

lien which said creditor has filed or has the right to file against such Non-Residential Unit Owner's Unit.

(D) **Action by Residential Committee or Non-Residential Representative**: Any action required or permitted to be taken pursuant to the provisions of these By-laws or the Declaration by either the Residential Committee or the Non-Residential Representative may, if permitted by law, be taken by either the Residential Committee or the Non-Residential Representative in their own name or in the name of the Board of Managers, or, if required by law, shall be taken by the Board at the request of the Residential Committee or the Non-Residential Representative, as applicable. The Board of Managers shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection with any permitted actions taken by the Residential Committee or the Non-Residential Representative in the name of the Board, provided, however, that the party taking such action shall be deemed to indemnify and hold harmless the other and, in the case of action taken by the Non-Residential Representative, the Non-Residential Representative shall also indemnify and hold harmless the Residential Unit Owners from any expense or liability thereof or therefrom.

(E) **Actions Where No Consent Is Necessary:** Notwithstanding anything to the contrary contained in these By-laws, (a) no action which is taken or omitted to be taken by or on behalf of the Residential Committee or Residential Unit Owners shall be deemed to adversely affect in any way the Non-Residential Area or the use of the Non-Residential Units for their permitted purposes and thus shall not require the consent or approval of the Non-Residential Representative or the Non-Residential Unit Owners unless the use of any portion of the Residential Area would result in or involve a violation of the provisions of Section 7.6 of these By-laws, and (b) no action which is taken or omitted to be taken by or on behalf of the Non-Residential Representative or the Non-Residential Unit Owners shall be deemed to adversely affect in any way the Residential Area or the use of Residential Units for their permitted purposes and thus shall not require the consent or approval of the Residential Committee or Residential Unit Owners unless the use of any portion of the Non-Residential Area would result in or involve a violation of the provisions of Section 7.6 of these By-laws.

(F) **Limitations During Period of Declarant Control**: Notwithstanding anything to the contrary contained in these By-laws, until Declarant or its designee conveys title to all Residential Units offered pursuant to the Offering Plan, but for no longer than a period of five (5) years after the date of the First Unit Closing under the Offering Plan, neither the Residential Committee nor the Board of Managers may, without the prior written consent of Declarant and its designee(s), (i) make or permit to be made any addition, alteration or improvement to the General Common Elements, Residential Common Elements or Limited Common Elements appurtenant to Residential Units, or to any Unit owned by Declarant, or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Declarant will not unreasonably withhold consent to additions to any contingency reserve provided for in Schedule B to the Offering Plan to the extent the aggregate amount of said reserve does not in any one fiscal year of the Condominium exceed 3% of the operating expenses of the Condominium for that year), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent the existing reserves are insufficient), or (iv) amend the Declaration or By-laws so as to affect Declarant and/or its designees adversely in any way, or (v) increase the number of employees from those described in Schedule B to the Offering Plan. Declarant's consent to the foregoing shall not be withheld for expenses required (a) to comply with applicable law or regulations, (b) to remedy any violation which it is the responsibility of the Board of Managers to cure, or (c) to remedy any work order of an insurer. Subject to the foregoing, Declarant and its designee shall have the right to withhold its consent to any of the foregoing actions.

Section 2.6. Managing Agent and Manager. The Board of Managers may employ for management of the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or managing agent the power in subdivisions A(f), (B)(g) and (C)(g) of Section 2.5 of these By-laws, provided that the Board retains the power to designate the signatories on any account opened pursuant thereto, and may delegate such other tasks as hiring and firing employees, obtaining insurance policies, forming corporations and entering into contracts and leases for services and repairs to Common Elements, provided the Board retains the right to consent to the action or contract prior to execution of the task or contract.

Section 2.7. Organizational Meeting. The first meeting of the members of the Board of Managers following each annual meeting of the Unit Owners shall be held either immediately following the adjournment of the annual meeting or within ten (10) days thereafter at such time and place as shall be fixed by a majority of the members of the Board of Managers and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, provided a majority of the whole Board of Managers was present at the time the date was selected, or is present at the meeting itself. The first meeting of the Residential Committee shall be held immediately following the first meeting of the Board of Managers.

Section 2.8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least four (4) such meetings shall be held during each fiscal year. Regular meetings of the Residential Committee shall be held at such time and place as shall be determined from time to time by a majority of the members of the Residential Committee, but at least six (6) such meetings shall be held during each fiscal year. Regular meetings of the Non-Residential Representative shall be held at such time and place and with such frequency as shall be determined from time to time by the members of the Non-Residential Representative. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, notice of regular meetings of the Residential Committee shall be given to each member of the Residential Committee, and notice of regular meetings of the Non-Residential Representative shall be given to the Non-Residential Representative, as applicable (i.e., depending on the meeting being called), personally or by mail, telephone or telegraph, at least three (3) business days prior to the day named for such meeting. The foregoing shall not be construed to mean that notice of meetings of the Residential Committee must be given to the Non-Residential Representative, or that notice of meetings of the Non-Residential Representative must be given to the Residential Committee.

Section 2.9. Special Meetings. Special meetings of the Board of Managers or the Residential Committee may be called by the President on not less than three (3) business days' notice to each member of the Board of Managers or the Residential Committee, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers also shall be called by the President or Secretary (in like manner and on like notice), on the written request of at least three (3) members of the Board of Managers or three (3) members of the Residential Committee or upon the request of the Non-Residential Representative. Special meetings of the Residential Committee shall be called by the President on at least three (3) business days' notice to each member of the Residential Committee upon the written request of at least three (3) members of the Residential Committee.

Section 2.10. Waiver of Notice; Telephone Participation.

(a) Any member of the Board of Managers, the Residential Committee or the Non-Residential Representative may at any time waive notice of any meeting of the Board of Managers, Residential Committee or the Non-Residential Representative in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers or the Residential Committee or by the Non-Residential Representative at any meeting of the Board, Residential Committee or Non-Residential Representative shall constitute a waiver of notice by him or her of the time and place thereof.

(b) Any one or more members of the Board of Managers or the Residential Committee or the Non-Residential Representative or any committee of either entity may participate in a meeting of the Board, the Residential Committee or the Non-Residential Representative or other committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

(c) If members representing a quorum of the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, are present at any meeting of the Board, the Residential Committee or the Non-Residential Representative, respectively, no notice shall be required and any business may be transacted at such meeting.

Section 2.11. Quorums, Determinations and Adjournments.

(a) Except as otherwise set forth in these By-laws, all determinations of the Board of Managers or Residential Committee shall be made at a meeting of the Board or Residential Committee, as applicable, at which a quorum is present. At all meetings of the Board of Managers or the Residential Committee a majority of the members thereof shall constitute a quorum for the transaction of business. The vote of a majority of the members of the Board of Managers present at a Board meeting or a majority of the members of the Residential Committee present at a meeting of the Residential Committee, at which a quorum is established, shall constitute the decision of the Board of Managers or the Residential Committee, as applicable. Notwithstanding the foregoing, if a vote held at a meeting of the Board of Managers at which the Non-Residential Representative is not present, purports to authorize action adversely affecting any Non-Residential Unit, a quorum shall not be deemed to have been established at that meeting. In such event, the vote taken at that meeting shall be voidable at the option of the Non-Residential Representative, by written notice given to the Board by the Non-Residential Representative within ten (10) days after the vote is taken.

(b) If at any meeting of the Board of Managers or the Residential Committee there shall be less than a valid quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment meeting at which a valid quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(c) Any action required or permitted to be taken by the Board of Managers or the Residential Committee or any committee of either entity, may be taken without a meeting if all members of the Board, the Residential Committee, or the committee of either entity, consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the proceedings of the Board, the Residential Committee or the committee.

(d) When the Residential Committee and the Non-Residential Representative, each acting in accordance with the provisions of this Article 2, have made the same determination as to any matter which is required or permitted to be determined by the Board of Managers, such determination shall constitute the determination of the Board of Managers. No meeting of the Board of Managers as such shall be necessary for such determination to be deemed made by the Board of Managers, provided that copies of the determinations of the Residential Committee and the Non-Residential Representative are filed with the records of the Board of Managers.

Section 2.12. Fidelity Bonds. The Board of Managers shall obtain adequate fidelity bonds for all members of the Board of Managers, Residential Committee, the Non-Residential Representative, and for officers of the Board of Managers and officers of the Residential Committee, and employees of the Condominium and of the managing agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a General Common Expense.

Section 2.13. Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such unless the Unit Owners amend these By-laws to provide otherwise. However, these By-laws shall not be amended to provide otherwise while Declarant or its designee owns at least one Unit.

Section 2.14. Liability of the Board of Managers and Officers of the Condominium.

(a) The members and officers of the Board of Managers, the Residential Committee and the Non-Residential Representative shall not be liable to the Unit Owners except for their own individual willful misconduct or bad faith actions or bad faith failures to act. The Unit Owners shall indemnify and hold harmless each of the members and officers of the Board of Managers, the Residential Committee and the Non-Residential Representative against all loss, damage or liability that a Board member, Committee member, Representative or officer incurs arising from his or her acts as, or by reason of the fact that such person was, a member of the Board of Managers, a member of the Residential Committee, the Non-Residential Representative, an officer of the Condominium or an officer of the Residential Committee, as applicable, except with respect to liability arising from willful misconduct, bad faith actions or bad faith failures to act.

(b) Members of the Board of Managers, members of the Residential Committee and the Non-Residential Representative shall have no personal liability with respect to any contract made by them as the Board of Managers or the Residential Committee or the Non-Residential Representative within the scope of their authority or believed by them in good faith to be within the scope of their authority. The liability of any Unit Owner arising out of any contract made by the Board of Managers, the Residential Committee or the Non-Residential Representative or out of the aforesaid indemnity in favor of the members of the Board of Managers, the Residential Committee and the Non-Residential Representative, shall be limited to the Unit Owner's proportionate share of the total liability based on the Unit Owner's Common Interest. If such liability pertains only to the Residential Area, then liability shall be limited to such Unit Owner's proportionate share of liability based on Residential Allocation Percentage. If liability pertains only to the Non-Residential Area, liability shall be limited to such proportionate share of liability as the Non-Residential Unit Owner's Common Interest bears to the aggregate Common Interest of all other Non-Residential Unit Owners.

(c) Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium (or by the Residential Committee on behalf of the Residential Unit

Owners or by the Non-Residential Representative on behalf of the Non-Residential Unit Owners), shall provide or be deemed to provide that the members of the Board of Managers, the Residential Committee, the Non-Residential Representative or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners, if applicable), and that any liability of a Unit Owner thereunder shall be limited to such proportion of the total liability thereunder as computed in accordance with said Unit Owner's Common Interest, or in accordance with said Unit Owner's Residential Allocation Percentage if it concerns a Residential Unit, and to such percentage of liability as the Owner's Common Interest bears to the aggregate Common Interest of all other Non-Residential Units, if it concerns a Non-Residential Unit.

Section 2.15. Executive Committees. The Board of Managers may, by resolution duly adopted, meet as an Executive Committee. So long as Declarant and/or its designee have the right to appoint a majority of the members of the Residential Committee, Declarant and/or its designee shall have the right to appoint a majority of the members of the Executive Committee. In addition, so long as Declarant and/or its designee shall have the right to designate a member of the Residential Committee, Declarant and/or its designee shall be entitled to appoint at least one member of the Executive Committee. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the General Common Charges and General Common Expenses required for the affairs of the Condominium, (b) to adopt or amend the Rules and Regulations, or (c) to exercise any of the powers set forth in subdivisions g, h, i, j, o, p, r, s, t and u of Section 2.5(A) of these By-laws.

Section 2.16. Other Committees. The Board of Managers and the Residential Committee may by resolution create such other committees as they shall deem appropriate and such committees shall each consist of at least two members of the Board and shall each have such powers and authority as the Board of Managers or Residential Committee shall vest therein. The members of any such committee, at least one of whom shall be appointed by Declarant or its designee, so long as Declarant or its designee has the right to appoint a member of the Residential Committee of the Board, shall be appointed by the President of the Condominium. Such committee shall not have the power to do any act which the Executive Committee may not do under Section 2.15 of these By-laws.

Section 2.17. Resolutions. The Residential Committee and the Non-Residential Representative shall each cause to be promptly delivered to the other, copies of all resolutions adopted by them except to the extent of matters privileged under law or concerning matters not related to the Property.

Section 2.18. Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended from time to time by the Board of Managers provided that copies are furnished to each Unit Owner not less than 5 days prior to the time that they become effective. Any rule or regulation may be rescinded by vote of a majority of the Unit Owners at a meeting duly called for that purpose. ***The initial Rules and Regulations are attached as Exhibit A to these By-Laws for convenience, and are not thereby made part of these By-Laws.*** The Rules and Regulations may thus be expanded or otherwise modified by the Board of Managers in the ordinary course of business, without the formality of amending the By-laws. Each Unit Owner must comply strictly with the By-laws and the Rules and Regulations, and the resolutions and decisions adopted pursuant thereto. Failure to comply with any of same shall be grounds for action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers, or in a proper case, by an aggrieved United Owner. In the case of repeated or flagrant violations, the Board may ask the offending Unit Owner for sufficient surety for future compliance.

ARTICLE 3

UNIT OWNERS

Section 3.1. Annual Meetings.

(a) Within approximately 90 days after the earlier of (i) conveyance of title by Declarant to 221 of the 440 Residential Units offered for sale under the Offering Plan, or (ii) the second annual anniversary date of the First Unit Closing under the Offering Plan, Declarant shall call and conduct the first annual meeting of the Unit Owners. Declarant reserves the right, however, to call the first annual meeting at such earlier date as Declarant shall in its discretion select. Thereafter, annual meetings of the Unit Owners shall be held within approximately three weeks of the anniversary of the first annual meeting.

(b) At all annual meetings the Non-Residential Representative shall be appointed or elected, as applicable, by the Non-Residential Unit Owners, and the Residential Committee shall be elected by voice vote or by ballot of the Residential Unit Owners in accordance with the requirements of Article 2 of these By-laws.

(c) Subject to the provisions of Article 2 above, so long as Declarant or its designee owns (i) Residential Units representing at least 25% in Residential Allocation Percentage, Declarant or its designee shall have the right, but not the obligation, to appoint a majority of members to the Residential Committee, (ii) Residential Units representing less than 25% but at least 10% in Residential Allocation Percentage, Declarant and/or its designee shall have the right to appoint three members of the Residential Committee, and (iii) Residential Units representing less than 10% in Residential Allocation Percentage but at least one Residential Unit, Declarant and/or its designee shall have the right to appoint one member of the Residential Committee. All other members of the Residential Committee shall be elected by the Residential Unit Owners including Declarant and/or its designee. The Unit Owners may transact such other business at annual meetings as may properly come before them.

Section 3.2. Place of Meetings. Meetings of Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3.3. Special Meetings. It shall be the duty of the President of the Board of Managers (who shall also be the Chairperson of the Residential Committee) to call a special meeting of all Unit Owners or the Residential Unit Owners if so directed by resolution of the Board of Managers or the Residential Committee or upon a petition signed and presented to the Secretary by not less than 25% in Common Interest, in the aggregate, of all Unit Owners, with respect to calling meetings of all Unit Owners, or not less than 25% in number and Residential Allocation Percentage, in the aggregate, of the Residential Unit Owners, with respect to calling meetings of Residential Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3.4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least ten but not more than forty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the Property or at such other address as such Unit Owner shall have designated by notice in writing to the

Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-laws, the notice of meeting shall be mailed at least fifteen days prior to such meeting and the notice shall be accompanied by the text of the proposed amendment. The mailing of a notice of meeting by regular mail or by certified mail return receipt requested in the manner provided in this Section shall be considered service of notice.

Section 3.5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than three (3) business days from the date the original meeting was scheduled. Notice of the date, time and location of the adjournment meeting shall be given to each Unit Owner in writing by mail, telegraph or personal delivery, at least three business days prior to the date of the adjournment meeting. At any such adjournment meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 3.6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of Board of Managers.
(f) Reports of committees.
(g) Election of inspectors of election (when so requested).
(h) Election of members of the Board of Managers (when so required).
(i) Unfinished business.
(j) New business.

Section 3.7. Voting.

(a) Each Unit Owner (except the Board of Managers or its designee voting at a meeting to elect members of the Board of Managers but including Declarant and its designee(s) with respect to each Unit they own), shall be entitled to cast one vote either in person or by proxy for each .0001% of Common Interest attributable to said Owner's Unit(s), for each item voted upon at each meeting of all Unit Owners. Accordingly, the total number of votes that may be cast at meetings of all Unit Owners, is 1,000,000. Votes attributable to one Unit may not be cumulated or split.

(b) Each Residential Unit Owner (except the Residential Committee, the Board of Managers or their designee voting at a meeting to elect member(s) of the Residential Committee but including Declarant and its designees with respect to each Residential Unit they own), shall be entitled to cast one vote either in person or by proxy for each .0001% of Residential Allocation Percentage attributable to said Unit Owner's Residential Unit(s) (and if applicable, Storage Unit(s)), for each item voted upon at all meetings of Residential Unit Owners. Accordingly, the total number of votes that may be cast at all meetings of Residential Unit Owners is 1,000,000. Votes attributable to one Unit may not be split or cumulated.

(c) Each Non-Residential Unit Owner (except the Non-Residential Representative, the Board of Managers, or their designee) voting at a meeting to elect the Non-Residential Representative, shall

be entitled to cast one vote for each .0001% of the Unit's proportionate Non-Residential allocation percentage (i.e., which percentage is derived by dividing the Unit's Common Interest by the aggregate Common Interest allocated to all Non-Residential Units), for each item voted on at all meetings of Non-Residential Unit Owners. Accordingly, the total number of votes that may be cast at meetings of Non-Residential Unit Owners is 10,000. Votes attributable to one Unit may not be split or cumulated.

(d) Each Unit Owner or a party designated by the Unit Owner to act as proxy on the Unit Owner's behalf, shall be entitled to cast the votes attributable to said Unit Owner's Unit at meetings of Unit Owners. Those owning a Unit jointly or in common must act unanimously and may not cast more than one vote for each .0001% of Common Interest or Residential Allocation Percentage or Non-Residential allocation percentage attributable to the Unit, and may not split or cumulate said votes.

(e) Elections of members of the Residential Committee by the Residential Unit Owners and election of the Non-Residential Representative by the Non-Residential Unit Owners, shall be by plurality vote. At all elections for members of the Residential Committee or Non-Residential Representative, as applicable, a Residential Unit Owner or Non-Residential Unit Owner, respectively, may cast the votes attributable to said Unit Owner's Units for each manager to be elected. Thus, if three managers are to be elected by the Residential Unit Owners, the votes may be cast three times, and in no event can the votes be split, cumulated or cast together for one or more of the managers to be elected. The Non-Residential Unit Owners may not vote for members of the Residential Committee and Residential Unit Owners may not vote for the Non-Residential Representative.

Section 3.8. Proxies. Each Unit Owner shall be entitled to vote by proxy at any meeting of Unit Owners. The designation of any such proxy shall be in writing and shall be filed with the Secretary at or prior to the meeting in which the same is to be used. Such proxy shall be valid only for such meeting or subsequent adjournment meetings thereof. Such proxy shall, however, be revocable at any time (i) by written notice to the Secretary by the Owner(s) who designated the proxy, or (ii) by verbal notice given in person to the Secretary. A notation of such proxy(ies) shall be made in the minutes of the meeting. If a Unit is owned jointly or otherwise in common, the co-owner who is present must hold a proxy for each co-owner not present at the meeting where the proxy is to be used. Alternatively, one single proxy holder holding the proxies of all co-owners (who need not be a co-owner himself or herself), may vote the votes appurtenant to said Unit at the meeting. The holder of a Unit Owner's proxy need not be a Unit Owner.

Section 3.9. Majority of Unit Owners. As used in these By-laws the term "majority of Unit Owners" shall mean those Owners of Units representing more than 50% of the total authorized votes of all Unit Owners. The term a "majority of Residential Unit Owners" shall mean those Owners of Residential and Storage Units representing more than 50% of the total authorized votes of all Residential and Storage Unit Owners. The term "majority of Non-Residential Unit Owners" shall mean those Owners of Non-Residential Units representing more than 50% of the total authorized votes of all Non-Residential Unit Owners. In all cases, such majority must be present in person or by proxy and voting in favor of one position at any meeting of the Unit Owners (or at a separate meeting of the Residential or Non-Residential Unit Owners as applicable) in accordance with the provisions of Section 3.7 of these By-laws in order to constitute a valid vote of a majority of the Unit Owners (or of the Residential Unit Owners or of the Non-Residential Unit Owners, as the case may be), when such vote is required.

Section 3.10. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of Unit Owners representing 50% of the total authorized votes of all Unit Owners shall constitute a quorum at meetings of all the Unit Owners, the presence in person or by proxy of Residential Unit Owners

representing 50% of the total authorized votes of all Residential Unit Owners shall constitute a quorum at all meetings of Residential Unit Owners and the presence in person or by proxy of Non-Residential Unit Owners representing 50% of the total authorized vote of all Non-Residential Unit Owners shall constitute in quorum at all meetings of Non-Residential Unit Owners.

Section 3.11. Binding Nature of Majority Vote. Except where otherwise provided by law, the Declaration or these By-laws, (a) at all separate meetings of Residential Unit Owners the vote of a majority of Residential Unit Owners present in person or by proxy at a meeting at which a quorum is established, shall be binding upon all Residential Unit Owners for all purposes, (b) at all separate meetings of Non-Residential Unit Owners the vote of a majority of Non-Residential Unit Owners present in person or by proxy at a meeting where in quorum has been established, shall be binding upon all Residential Unit Owners for all purposes, and (c) at meetings of all Unit Owners the vote of a majority of Unit Owners present in person or by proxy at a meeting at which a quorum is established, shall be binding on all Unit Owners for all purposes.

Section 3.12. Action Without Meeting.

(a) Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-laws or applicable law consents in writing to the adoption of a resolution authorizing such action and the writing is filed with the records of the Condominium.

(b) When Residential Unit Owners and the Non-Residential Unit Owners, each acting separately in accordance with this Article 3, have made the same determination as to any matter which is required or permitted to be determined by all Unit Owners, such determination shall constitute the determination of all Unit Owners and no joint meeting of all Unit Owners shall be necessary for any such determination to be made by all Unit Owners.

ARTICLE 4

OFFICERS

Section 4.1. Designation and Qualification. The principal officers of the Condominium shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. All officers except the Secretary must satisfy the standards to be a Board member contained in Section 2.1 of these By-laws. The President and Vice-President must be members of the Residential Committee as well. The Secretary may be a Unit Owner, or spouse of a Unit Owner, or an employee of the Managing Agent, but in any event need not be a member of the Board of Managers. The Board of Managers may appoint such other officers as in its judgment may be necessary.

Section 4.2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the organizational meeting of each new Board of Managers, and shall hold office at the pleasure of the Board of Managers.

Section 4.3. Removal, Resignation and Other Vacancies.

(a) Any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of

Managers called for such purpose, provided notice of the proposed removal was given to the officer and in the notice of the meeting. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(b) Officers may resign at any time by giving notice in writing to the Board or the Residential Committee, as applicable. Unless stated otherwise in the letter of resignation, the resignation shall be effective immediately.

(c) Vacant offices caused by removal, resignation, death or otherwise, shall be promptly filled by vote of the Board of Managers or the Residential Committee, as applicable.

Section 4.4. President. The President of the Condominium shall be the chief executive officer of the Condominium. He or she shall preside at all meetings of Unit Owners and of the Board of Managers. The President shall also act as Chairperson of the Residential Committee and shall preside at meetings of the Residential Unit Owners and the Residential Committee. The President shall have all of the general powers and duties as would be incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the entire Condominium or the Residential Area, as the case may be.

Section 4.5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties as either head of the Condominium or Chairperson of the Residential Committee, as the case may be, whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers (or the Residential Committee, if appropriate), shall appoint some other member of the Board of Managers or the Residential Committee to act in the place of the President on an interim basis. The Vice-President shall also act as Vice-Chairperson of the Residential Committee. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Managers or by the President.

Section 4.6. Secretary. The Secretary of the Condominium shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers. The Secretary shall keep the minutes of all meetings of the Residential Unit Owners and the Residential Committee as well. The Secretary shall have charge of such books and papers as the Board of Managers, Residential Committee or the Non-Residential Committee may direct. He or she shall, in general, perform all the duties as would typically be performed by a secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.7. Treasurer. The Treasurer of the Condominium shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements. The Treasurer shall also have the responsibility for Residential Area and Non-Residential Area funds and securities to the extent they are separate from Condominium funds and securities, and shall be responsible for keeping full and accurate financial records and books of account showing receipts and disbursements for the Residential Area and the Non-Residential Area. The Treasurer shall be responsible for the preparation of all required financial data, for the deposit of all moneys and other valuable effects in the name of the Board of Managers, the Residential Committee, the Non-Residential Representative, or the Managing Agent, as applicable, in such depositories as may from time to time be designated by the Board of Managers, the Residential Committee or the Non-

Residential Representative. He or she shall, in general, perform all the duties as would typically be performed by a treasurer of a stock corporation organized under the Business Corporation Law of the State of New York. Notwithstanding anything in the foregoing discussion to the contrary, the Board of Managers and/or the Residential Committee and/or the Non-Residential Representative shall have the right to engage accountants, bookkeepers and other appropriate professionals to perform one or more of the tasks described as the Treasurer's responsibility in this Section 4.7. In the event such professional is engaged, it shall be the Treasurer's responsibility to oversee and examine the work performed by the professional, to ensure accuracy, timeliness and complete performance.

Section 4.8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium and all agreements, contracts, deeds, leases, checks and other instruments of the Residential Committee and the Non-Residential Representative, shall be executed by any two officers of the Condominium (or of the Residential Committee or the Non-Residential Representative, as applicable) or by such other two (or more) persons as may be designated by the Board of Managers (or the Residential Committee or Non-Residential Representative, as applicable).

Section 4.9. Compensation of Officers. No officer shall receive compensation from the Condominium for acting as such, unless the Unit Owners amend these By-laws to provide otherwise. These By-laws may not be so amended while Declarant or its designee owns at least one Unit, without the consent of Declarant and its designee(s).

ARTICLE 5

COMMON EXPENSES, CHARGES AND ASSESSMENTS DETERMINATION, PAYMENT, COLLECTION AND ACCOUNTS

Section 5.1. Determination of Common Expenses and Fixing of Common Charges; Special Assessments; Electricity Assessments.

(a) (i) The Board of Managers shall from time to time, and at least annually, prepare a budget to meet the General Common Expenses of the Condominium, determine the overall amount of General Common Charges payable by the Unit Owners to meet the General Common Expenses of the Condominium and determine the portion of General Common Expenses to be paid by Residential Unit Owners as part of their Residential Common Charges and the portion of General Common Expenses to be paid by the Non-Residential Unit Owners as part of their Non-Residential Common Charges. Generally, General Common Expenses will be allocated between the Residential Area and the Non-Residential Area pro rata in accordance with the aggregate Common Interest attributable to each such component of the Condominium. The Board, however, shall have the right to determine General Common Charges on a different basis than Common Interest. Specifically, the Board may compute General Common Charges for a Unit based on the estimated amount by which a particular expense item benefits or is used by the Unit or the Unit Owner, provided the allocation is fairly attributable to the Unit and reasonable under the circumstances.

(ii) If a Non-Residential Unit Owner objects to any such allocation as between that Unit Owner and other Unit Owners, and the dispute cannot be resolved among the Board members, the dispute shall be submitted to Arbitration in accordance with these By-laws.

(iii) The Board of Managers shall advise the Residential Committee and the Non-Residential Representative promptly, in writing, of the amount of General Common Charges payable by the Residential Unit Owners and the Non-Residential Unit Owners, respectively, as determined by the Board of Managers, and shall furnish copies of each budget on which such Common Charges are based to the Residential Committee and the Non-Residential Representative, at least ten (10) days prior to the adoption thereof. That portion of the Common Charges which is allocated by the Board of Managers to principal payments on indebtedness or for capital improvements shall be treated upon the books of the Condominium as capital contributions.

(b) The Residential Committee shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their Residential Allocation Percentages, Residential Common Charges to meet Residential Common Expenses. The Residential Committee shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each budget on which such Residential Common Charges are based to all Residential Unit Owners, at least ten (10) days prior to the adoption thereof.

(c) The Non-Residential Representative shall from time to time and at least annually prepare a budget to meet Non-Residential Common Expenses and shall allocate and assess to the Non-Residential Unit Owners, Non-Residential Common Charges to meet Non-Residential Common Expenses in such proportion as the Non-Residential Representative shall determine. The Non-Residential Representative shall advise all Non-Residential Unit Owners promptly in writing of the amount of Non-Residential Common Charges payable by each of them and shall furnish copies of each budget on which such Non-Residential Common Charges are based to all Non-Residential Unit Owners, at least fifteen (15) days prior to the adoption thereof.

(d) Assuming the Board of Managers determines to commence collection of General Common Charges as of the date of the First Unit Closing, Declarant or its designee shall be responsible for all Common Charges assessed against each Unit owned by it from the date of the First Unit Closing, until such Unit is sold or otherwise conveyed to a purchaser. However, the Board in its sole discretion shall have the right to waive Unit Owners' obligations to pay General Common Charges for a period of time determined by the Board, and accordingly to commence collection of General Common Charges at a later date than the date of the First Unit Closing, provided, however, that Declarant pays the balance of the basic operating costs of the Condominium (exclusive of reserves) remaining after application of the Working Capital Fund to pay those expenses, during this period. The Residential Committee and the Non-Residential Representative shall have the right to waive Residential Unit Owners' and Non-Residential Unit Owners' obligations for Residential and Non-Residential Common Charges, respectively, for such period as Declarant is paying the balance of the basic operating costs of the Condominium remaining after application of the Working Capital Fund to pay those expenses. Declarant shall become responsible for all Common Charges assessed against Units owned by it only from and after the date the Board determines to commence collection of General Common Charges.

(e) (i) The General Common Expenses shall include, among other things, assessments payable to the Property Owners Association under the Property Owners Declaration, Operating Payments due under and insurance policies required pursuant to the Amtrak Agreement, and the cost of insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of these By-laws, or required pursuant to the Property Owners Declaration, the Restrictive Declaration or the Mapping Agreement with respect to the 71st Street Public Access Area or the

Public Access Easement thereon. The General Common Expenses may also include such amounts as the Board of Managers may deem proper for repairs, reserves, replacements, improvements, betterments, maintenance and other operating expenses of the Property and of the 71st Street Public Access Area and the Public Access Easement thereon, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and an amount to cover any deficit in the General Common Charges collected for any prior year. The General Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit which is to be sold at a foreclosure or other judicial sale. General Common Expenses shall also include other items stated in the Declaration or these By-laws to be General Common Expenses.

(ii) In the event of casualty to the Common Elements for which insurance proceeds under policies maintained by the Board are forthcoming, the Board may levy and assess as a special assessment an amount anticipated to be needed to repair or restore the Common Elements, prior to receipt of such proceeds. Upon receipt of such proceeds, the Board will reimburse Unit Owners the amount they paid as a special assessment, or such lesser amount as shall be necessary to compensate for the Board's receipt of insurance proceeds in an insufficient amount to cover the cost of repair or restoration. In addition, to the extent insufficient insurance proceeds are received to cover the actual cost of repair or restoration, the Board may levy and assess as a special assessment the amount needed to cover such shortfall in insurance proceeds.

(f) Except as otherwise provided in these By-laws, all Residential Common Expenses shall be determined by the Residential Committee and shall be borne solely by the Residential Unit Owners. Residential Common Expenses may include, without limitation, such amounts as the Residential Committee may deem proper for repairs, reserves, replacements, improvements, betterments, maintenance and other operating expenses of the Residential Area, as well as a general operating reserve, a working capital fund, a reserve for replacements with respect to the Residential Common Elements, and such amounts, determined by the Residential Committee, as may be required for the purchase, lease or sublease by the Board of Managers, the Residential Committee, or its designee, corporate or otherwise, on behalf of Residential Unit Owners, of any Residential Unit whose Owner has elected to sell, lease, transfer or convey such Unit. Residential Common Expenses shall also include all such other items provided for in the Declaration or these By-laws to be Residential Common Expenses.

(g) Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to the Non-Residential Area, shall be determined solely by the Non-Residential Representative and shall be borne solely by the Non-Residential Unit Owners.

(h) Assessments other than and in addition to Common Charges, including without limitation, electricity charges pursuant to submeter readings or pursuant to proportionate allocations for cooling tower usage, both as described below, water charges pursuant to submeter readings as described below, and any other assessments imposed upon Unit Owners for any reason, shall be levied against and paid by Unit Owners in the same manner as provided in these By-laws for Common Charges. Failure to pay any such electricity charges, water charges, or any other assessments, shall be treated in the same manner as failure to pay Common Charges.

(i) The Property presently is equipped with a master electric meter with computerized sub-meters for each Residential Unit. It is anticipated that the Board of Managers will receive a single invoice

from the electric utility company reflecting all electricity consumption measured by the master meter and will pay this electricity bill to the utility company. Submeters under the master meter will measure electrical usage (i) in each individual Residential Unit, (ii) in the area within such Storage Units are located, (iii) in the Residential Common Elements, (iv) in the General Common Elements and (v) for the cooling tower. The Board of Managers will engage a submeter company to process separate invoices for each Residential Unit, based on the usage reflected on the submeter for that Unit. Each Residential Unit Owner will receive a monthly invoice for electricity consumed in the Unit which the Unit Owner shall be required to pay directly to the Board of Managers together with Unit Owner's Common Charges. The cost of electrical usage attributable to the area within which the Storage Units are located, will be allocated by the Board of Mangers equally among all Storage Unit Owners, and will be billed monthly to each Storage Unit Owner as a special assessment. As the cooling tower serves the Office Unit as well as the General and Residential Common Elements, the Board of Managers will bill the Office Unit Owner for its proportionate share of the cooling tower costs as a special assessment, which the Office Unit Owner will be required to pay with its Common Charges. Other than will respect to cooling tower costs, Non-Residential Units will be separately metered for electricity consumed in their Units, and will be obligated to pay these costs directly to the utility company. A Unit Owner's failure to pay electricity charges or a special assessment for electricity costs to the Board of Managers will be treated in the same manner as failure to pay Common Charges. Accordingly, the Board of Managers will have the same rights and remedies respecting a Unit Owner's failure to pay electricity charges or a special assessment for electricity costs as the Board has for non-payment of Common Charges as set forth below in these By-laws. Unit Owners will be obligated to pay electricity costs at the earlier of possession or closing of a Unit, even if Common Charges are not at that time being imposed by the Board of Managers.

(j) In addition, Unit Owners are advised that the Property is equipped with a master water meter for the Building with submeters respecting the Non-Residential Units. It is anticipated that the Board of Managers will receive a single invoice from the City of New York for all water consumed at the Property, together with associated sewer charges. The Board of Managers will bill Non-Residential Unit Owners for water consumed in their Units, together with associated pro-rata sewer charges, based on the usage reflected on the submeter for that particular Non-Residential Unit. Non-Residential Unit Owners shall be required to pay this invoice directly to the Board of Managers, in the same manner as Common Charges. A Non-Residential Unit Owner's failure to pay water and sewer charges assessed against the Unit, will be treated in the same manner as failure to pay Common Charges. Accordingly, the Board of Managers will have the same rights and remedies respecting a Unit Owner's failure to pay water and sewer charges as the Board has for non-payment of Common Charges. The balance of water usage and sewer charges not billed to Non-Residential Unit Owners will be deemed attributable to the Residential Area and will be payable by Residential Unit Owners as a Residential Common Expense.

Section 5.2. Accounts. The receipts and expenditures of the Condominium shall be General Common Charges and General Common Expenses, respectively, the receipts and expenditures of the Residential Area shall be Residential Common Charges and Residential Common Expenses, respectively, and the receipts and expenditures of the Non-Residential Area shall be Non-Residential Common Charges and Non-Residential Common Expenses, respectively, and shall be credited and charged to accounts deemed by the Board, the Residential Committee and the Non-Residential Representative to be reasonably necessary for the prudent operation of the Property.

Section 5.3. Reserves.

(a) Neither the Board, the Residential Committee nor the Non-Residential Representative shall be obligated to expend all the revenues collected in any one accounting period. Said entities may maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts.

(b) Neither the Board, the Residential Committee nor the Non-Residential Representative shall be obligated to segregate physically the funds held in such reserve accounts but may, in their sole discretion, maintain the funds in one or more consolidated accounts.

Section 5.4. Payment of Common Charges and Assessments; Liability of Grantee and Grantor After Transfer of Unit.

(a) Residential Unit Owners and Non-Residential Unit Owners shall be obligated to pay General Common Charges and other assessments at such time or times (but not less than monthly) as the Board of Managers shall determine. All Residential Unit Owners shall be obligated to pay Residential Common Charges and other assessments at such time or times (but not less than monthly) as the Residential Committee determines. All Non-Residential Unit Owners shall be obligated to pay Non-Residential Common Charges and other assessments at such time or times (but not less than monthly) as the Non-Residential Representative determines. Unless otherwise determined, all Common Charges shall be payable monthly, in advance, on the first day of each month.

(b) Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property shall not be grounds for withholding or failure to pay Common Charges or any other assessments. Likewise, no Unit Owner shall deem itself or be deemed by the Board of Managers or any Committee thereof, to be exempt from the obligation to pay Common Charges or other assessments for any reason, including without limitation, waiver of use or enjoyment of the Common Element, abandonment of Unit Owner's Unit, or by claiming the quantity or quality of services are not worthy of such payment or are not as were expected by such Owner at the time of acquisition of the Unit or at any other time.

(c) No Unit Owner shall be liable for the payment of Common Charges or other assessments assessed against such Owner's Unit from and after the date of sale, transfer or other conveyance of the Unit made by such Unit Owner in accordance with the Declaration and these By-laws, and applicable only to the period subsequent to the sale, transfer or other conveyance.

(d) The grantee of a Unit shall be jointly and severally liable with grantor for unpaid Common Charges and other assessments assessed against such Unit and due up to the date of conveyance, without prejudice to the grantee's right to recover from the grantor any amounts paid by the grantee therefor. Accordingly, a purchaser acquiring title through an arms-length transaction or as a gift or donation, a mortgagee or other party acquiring title to a Unit through foreclosure or by deed in lieu of foreclosure, a creditor of a Unit Owner acquiring title to a Unit through a sale or other proceeding arising out of the bankruptcy of a Unit Owner, or any other grantee whatsoever, shall be liable for the payment of Common Charges and other assessments assessed against that Unit prior to that party's acquisition of the Unit. Accordingly, a Unit shall, upon transfer, always be subject to a lien for unpaid Common Charges that were assessed against the Unit and due and payable prior to the transfer.

(e) Any party acquiring a Unit through foreclosure or by deed in lieu of foreclosure, through a Unit Owner's bankruptcy or liquidation, through purchase, gift or donation, or through any other means, shall be liable for all Common Charges and assessments assessed against the Unit for the period on and after, and due from and after, the date of that party's acquisition of title to the Unit.

(f) If a petition in bankruptcy is filed by or against a Unit Owner, or if a trustee, receiver or similar official is appointed to administer a Unit Owner's assets, the Unit Owner, trustee, receiver or other official shall remain obligated to pay, and the Unit shall continue to be subject to, Common Charges and assessments for the entire duration of any bankruptcy or other reorganization proceeding.

Section 5.5. Default in Payment of Common Charges and Assessments.

(a) If any Common Charge or other assessment imposed by the Board of Managers, or any installment thereof, or any Residential Common Charge or other assessment imposed by the Residential Committee or any installment thereof, or any Non-Residential Common Charge or other assessment or installment thereof is not paid by the due date, then such payment shall be deemed delinquent, and the Unit Owner shall be in default under these By-laws for such non-payment.

(b) The Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, shall impose a late charge in the amount of not less than 2% of the overdue payment, or such other amount as the Board deems reasonable, provided such late charges are uniformly applied, with respect to Common Charges or other assessments not paid within 10 days after the due date.

(c) In addition to late charges, if the Common Charge or assessment (or installment thereof with respect to any assessment payable in installments), is not paid within thirty (30) days after the due date, then (i) such Common Charge or assessment shall bear interest from the due date in the amount of not less than 2% over the prime rate then announced by The Chase Manhattan Bank (or its successor, if applicable), but in no event more than the highest legal rate, (ii) the Board (or Residential Committee or Non-Residential Representative, as applicable) may accelerate the remaining installments of any assessment payable in installments, and (iii) the Board (or Residential Committee or Non-Residential Representative, as applicable) may bring legal action against the delinquent Unit Owner, foreclose the lien on such Unit granted under these By-laws and/or by the Condominium Act, or otherwise seek to recover the amounts due to the Condominium. The expenses, including without limitation, attorneys' fees and disbursements, incurred by the Board in any proceeding brought to collect such unpaid Common Charges or assessments, shall be added to the amount of such delinquent Common Charge, assessment or installment thereof, together with late charges and interest.

(d) Any amounts collected on account of past due Common Charges or other assessments through foreclosure or otherwise, shall be applied in the following order: attorneys' fees and disbursements, other costs of collection, interest, late charges and Common Charges or assessments, beginning with the Common Charge or assessment due for the longest period.

Section 5.6. Collection of Common Charges and Assessments.

(a) The Board of Managers shall take prompt action to collect any General Common Charge and/or other assessment previously imposed by the Board which remains unpaid for more than 30 days from the due date for payment thereof.

(b) Likewise, the Residential Committee shall take prompt action to collect any Residential Common Charge and/or other assessment previously imposed by the Residential Committee which remains unpaid for more than 30 days from the date for payment thereof.

(c) Likewise, the Non-Residential Representative shall take prompt action to collect any Non-Residential Common Charge and/or other assessment previously imposed by the Non-Residential Representative which remains unpaid for more than 30 days from the date for payment thereof.

Section 5.7. Unpaid Common Charges and Assessments - Personal Obligation of Unit Owner and Lien on Unit.

(a) All sums assessed as General Common Charges by the Board of Managers, or assessed as Residential Common Charges by the Residential Committee or as Non-Residential Common Charges by the Non-Residential Representative, as well as any other assessments made by the Board of Managers, the Residential Committee or the Non-Residential Representative (including, but not limited to, assessments for electricity and/or water and sewer costs attributable to the Unit), but unpaid, together with late charges as may be established by the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, interest thereon at such rate as may be fixed by the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, and reasonable attorneys' fees and other costs and expenses incurred in efforts to collect such past due Common Charges and/or other assessments, shall be the personal obligation of the Unit Owner. Such sums shall, subject to the right of the Property Owners Association in the event the Board of Managers fails to pay the Condominium's membership assessments to the Property Owner's Association, constitute a lien upon the Unit prior to all other liens except (i) any lien for past due and unpaid real estate taxes, and (ii) any lien for sums unpaid on a first mortgage of record against that Unit.

(b) If the Board of Managers fails to pay the Condominium's membership assessments to the Property Owners Association, the Property Owner's Association shall have a first lien against each Unit for the Unit's proportionate share of the assessment, and shall have authority under the Property Owner's Declaration to take action against the Board or the Unit Owner for payment of the assessment.

Section 5.8. Foreclosure of Lien for Common Charges and Assessments; Liability of Grantee in Foreclosure.

(a) Any lien for past due General Common Charges and/or other assessments may be foreclosed by the Board of Managers in accordance with the laws of the State of New York, in like manner as a mortgage on real property, and the Board of Managers shall also have the right to recover all costs incurred in foreclosing on such lien, including but not limited to reasonable attorney's fees and disbursements, as set forth in these By-laws.

(b) Any lien for past due Residential Common Charges and/or other assessments may be foreclosed by the Residential Committee in like manner as a mortgage on real property, and the Residential Committee shall have the right to recover all costs incurred in foreclosing on such lien, including but not limited to reasonable attorneys' fees and disbursements, as set forth in these By-laws. Any lien for past due Non-Residential Common Charges and/or other assessments may be foreclosed by the Non-Residential Representative in like manner as a mortgage on real property, and the Non-Residential Representative shall have the right to recover all costs incurred in foreclosing on such lien, including but not limited to reasonable attorneys' fees and disbursements, as set forth in these By-laws. At the request of the

Residential Committee or the Non-Residential Representative, as applicable, or if required by law, the Board of Managers shall bring the foreclosure action for non-payment of Residential Common Charges or for non-payment of Non-Residential Common Charges, as applicable, in its own name.

(c) Notwithstanding anything to the contrary in these By-laws or in the Declaration, once an action to foreclose a lien for Common Charges or other assessments is commenced, if the Owner of the Unit being foreclosed has not previously been deemed to have resigned from the Board of Managers (or any Committee thereof), if indeed she or he was a member, her or his membership on the Board or Committee shall be deemed terminated.

(d) In the event the proceeds of any foreclosure sale for non-payment of Common Charges or other assessments are not sufficient to pay such unpaid Common Charges, assessments and related expenses, the Board of Managers (or Residential or Non-Residential Representative, if applicable) shall commence an action for the deficiency (if not yet commenced) against the Unit Owner who had failed to pay the Common Charges or other assessments. Following suit for a deficiency judgment, if the amounts collected are insufficient to pay outstanding costs, the remaining balance may be charged (i) to all Unit Owners as a General Common Expense, if the unpaid Common Charges or assessments were General Common Charges or assessments, (ii) to the Residential Unit Owners as a Residential Common Expense if the unpaid Common Charges or assessments were Residential Common Charges or assessments or (iii) to the Non-Residential Unit Owners if the unpaid Common Charges or assessments were Non-Residential Common Charges or assessments.

Section 5.9. Proceedings to Foreclose Common Charge Liens or Otherwise Collect Unpaid Common Charges and Assessments; Unit Rentals.

(a) In any action brought by the Board of Managers, the Residential Committee or the Non-Residential Representative to foreclose a lien on a Unit because of unpaid Common Charges or other assessments, the Unit Owner shall be required to pay a reasonable rental for the use of said Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

(b) The Board of Managers, acting on behalf of all Unit Owners, and the Residential Committee, acting on behalf of all Residential Unit Owners, and the Non-Residential Representative, acting on behalf of all Non-Residential Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Managers), convey or otherwise deal with the same.

(c) A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing, filing or waiving the lien securing the same, and foreclosure may be maintained despite the pendency of a suit to recover a money judgment.

Section 5.10. Statement of Monies Owed. Upon the written request of a Unit Owner, lessee or Mortgagee with respect to the Unit owned by such Owner, leased by such lessee or upon which such Mortgagee holds a mortgage, or any prospective purchaser, lessee, mortgagee or title insurer of such Unit, the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, acting through the manager or the managing agent, shall promptly furnish a certificate in writing setting forth with respect to such Unit as of the date of such certificate, (i) whether or not the Common Charges due have been paid, (ii) the amount of such Common Charges, including interest and costs, if any, due and payable,

and (iii) whether any amounts or charges are owing to the Condominium, the Residential Committee or the Non-Residential Representative, e.g., for the cost of extinguishing a violation of the Declaration, By-laws or Rules and Regulations. A reasonable charge, as determined by the Board of Managers, the Residential Committee or the Non-Residential Representative, as and when applicable, may be made for the issuance of this certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, and any bona fide purchaser or lessee of, or lender on, or title insurer of, the Unit with respect to which the request was made.

Section 5.11. Property Owners Association. The Board of Managers shall be obligated to pay the Condominium's membership assessments to the Property Owners Association. If the Board of Managers fails to make such payments, the Property Owners Association shall have a first lien against each Unit for the Unit's proportionate share of the assessment and shall have the authority to take action against the Board of Managers or the Unit Owner for payment of the assessment.

ARTICLE 6

INSURANCE

Section 6.1. Generally.

(a) The Board of Managers shall be required to obtain and maintain (i) all-risk property coverage insuring the Common Elements and (ii) liability insurance.

(b) (i) The all-risk policy shall cover the interests of the Board of Managers and all Unit Owners and Permitted Mortgagees, as their interests may appear. Coverage shall be for the full replacement value of the Common Elements, without deduction for depreciation (and in any event in an amount sufficient to prevent the Board of Managers from becoming a co-insurer). The Board of Managers shall review the amount of such insurance annually.

(ii) The all-risk policy shall contain, among other provisions, a waiver by the insurer of any right to claim by way of subrogation against Unit Owners, Permitted Mortgagees, the Board of Managers and members of the Board of Managers, and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured. It shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all Permitted Mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Permitted Mortgagees of Units upon their written request therefor, and their payment of the cost of obtaining copies.

(c) The Board of Managers shall also be required to obtain and maintain, to the extent obtainable and/or to the extent required by law (i) fidelity insurance covering all employees of both the Condominium and managing agent who handle Condominium funds, (ii) workers' compensation insurance, (iii) rent insurance in an amount equal to at least the annual aggregate of the Common Charges payable to the Board of Managers, and (iv) public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, and each Unit Owner and covering all claims for bodily injury or property damage arising out of any occurrence in the

Common Elements. Such general liability coverage shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits once each year.

(d) The Board of Managers shall have the right, pursuant to § 339-bb of the Condominium Act, to charge a Unit Owner a higher amount of the Condominium's insurance expense than said Owner's Common Interest would otherwise dictate, should the cost of the Condominium's insurance premium be based in part, specifically on the use to which the Unit in question is put.

(e) Residential Unit Owners are required to carry, at their own expense, casualty insurance with respect to all fixtures (i.e., cabinets that are built-in or attached to the wall, appliances, plumbing and electrical fixtures, bathroom vanities that are built-in or attached to the wall etc.), equipment and personal property within their Units, and liability insurance with respect to occurrences in their Units. Each such policy shall contain a waiver by the insurer of the right to claim by way of subrogation against the Board of Managers, members thereof and other Unit Owners, and shall provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of such insurance carried by the Unit Owner.

(f) Each Non-Residential Unit Owner shall obtain and keep in full force and effect during the period of its ownership, a policy of commercial general liability insurance including contractual liability coverage under which the insurance company waives subrogation against the Condominium, its Board of Managers and Unit Owners in the Condominium, the Non-Residential Unit Owner is named as the insured and the Board of Managers as agent for the Unit Owners is named as an additional insured. The Non-Residential Unit Owner agrees to indemnify and hold the Board harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages caused by the Non-Residential Unit Owner's conduct and/or use or misuse of the Non-Residential Unit and any Limited Common Element appurtenant thereto. Such policy shall not be cancelable with respect to the Board without at least thirty (30) days' prior written notice to the Board by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insured and additional insureds. A certificate thereof shall be delivered to the Board. Failure to deliver said certificate shall not absolve the Non-Residential Unit Owner of liability or render the Board liable. The minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount of not less than $2,000,000 for injury (or death) and damage to property. All insurance required to be carried by the Non-Residential Unit Owners pursuant to the terms of the Declaration and/or these By-laws shall be effected under valid and enforceable policies issued by reputable and independent insurers admitted and licensed to do business in the State of New York and rated by Best's Insurance Reports or any successor publication of comparable standing, as carrying a rating of A or better or the equivalent of such rating.

(g) A current copy of each Unit Owner's insurance policy must be maintained by the Unit Owner with the Board of Managers at all times.

Section 6.2. Repair or Reconstruction After Fire or Other Casualty.

(a) Damage to or destruction of any portion of the Common Elements as a result of fire or other casualty shall promptly be repaired and reconstructed by the Board of Managers, as nearly as practicable to the condition and utility it was in before the casualty, using the proceeds of casualty insurance on the Property and/or other funds for that purpose, subject to the following conditions and subject to the provisions of Section 6.5 of these By-laws:

(i) if the cost of repair and reconstruction is $500,000 or less, the Board may and shall perform and complete the repair and reconstruction promptly, without the consent of any Unit Owner or Mortgagee; and

(ii) if the cost of repair and reconstruction is more than $500,000 and if insurance proceeds will cover less than 90% of the cost of repair and reconstruction, the Board may not proceed with the repair and reconstruction without the consent of Unit Owners representing in the aggregate at least 66⅔% in Common Interest. Notwithstanding the foregoing, no consent of Unit Owners or Mortgagees shall be required for the Board of Managers to undertake repair and reconstruction where insurance proceeds will cover at least 90% of the cost of repair and reconstruction. In addition, no consent of Unit Owners or Mortgagees shall be required for the Board of Managers to undertake repair or reconstruction necessary to cause the Building to be in compliance with applicable codes, regulations and ordinances, provided the cost of same does not exceed $1,000,000 in the aggregate. If the cost to perform repair and reconstruction work sufficient to cause the Building to be in compliance with applicable codes, regulations and ordinances exceeds $1,000,000 in the aggregate, the Board may not proceed with such repair and reconstruction without the consent of Unit Owners representing in the aggregate at least 66 2/3% in Common Interest.

(b) When and if the Board is authorized or otherwise required to proceed with repair and reconstruction, the Board of Managers shall arrange for and commence such work promptly, shall diligently prosecute same to completion, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. In anticipation of receipt of insurance proceeds, the Board may levy and assess as a special assessment, prior to receipt of such proceeds, the amount anticipated to be necessary to repair or reconstruct the Property. Upon receipt of the proceeds, the Board will reimburse Unit Owners any amounts they paid as special assessments as will not be needed to pay the cost of repair and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a General Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of their General Common Charges. When applicable, insurance proceeds in excess of those needed for repair and reconstruction of the Property following a casualty, shall be distributed among Unit Owners in proportion to their respective Common Interests.

(c) Damage to or destruction of a Unit or the Limited Common Elements appurtenant thereto, as a result of fire or other casualty, shall promptly be repaired and reconstructed by the Owner of the affected Unit(s) in compliance with all applicable laws as nearly as practicable to the Unit's condition and utility before the casualty. Notwithstanding the preceding sentence, if the damage in question does not affect (i) other Units, (ii) areas generally visible from Common Elements, other Units or streets or sidewalks, (iii) Unit Owners (other than the Owner of the damaged Unit), (iv) or any tenants or other occupants of the Building, then the Unit Owner may elect not to restore the Unit to its condition and utility before the casualty, but shall, however, repair and rebuild the Unit so it does not constitute a hazard to any other Unit Owner or other occupants and users of the Building, and so it does not otherwise adversely affect any other Unit Owners or other occupants or users of the Building, and does not adversely affect the value, use or operation of any other Units or the Property generally.

Section 6.3. Unit Owner Failure to Rebuild. If the Unit Owners have not voted to terminate the Condominium as provided in Section 6.4 of these By-laws, and if a Unit Owner fails to comply with the obligations to repair and reconstruct set forth in Section 6.2 of these By-laws, and if the Unit Owner's failure to repair and reconstruct has an adverse effect on any other Unit or the Common Elements (such adverse effect including, without limitation, reduction in value), the Board of Managers may cause the Unit to be

repaired and reconstructed in accordance with these By-laws, and the cost in connection therewith shall be charged to the defaulting Unit Owner as a special assessment.

Section 6.4. Termination of Condominium Following Damage or Destruction. If as the result of fire or other casualty, at least 75% of the Property is destroyed or substantially damaged, a special meeting of the Unit Owners shall be called in accordance with these By-laws, at which meeting the Unit Owners shall be asked to decide if the Building should be repaired or reconstructed. The Building shall be repaired and reconstructed unless pursuant to the vote held at that meeting, Unit Owners representing at least 75% in number of Units and in Common Interest affirmatively determine not to proceed with repair or restoration. If Unit Owners representing at least 75% in number of Units and in Common Interest affirmatively determine not to proceed with repair or restoration, then, and in such event, the Building will not be repaired and the Property, or such portion of the Property as shall remain, shall be subject to an action for partition at the suit of any Unit Owner or lienor as if owned in common, in accordance with the provisions of the Condominium Act. The net proceeds of sale, together with the net proceeds of insurance policies maintained by the Board for coverage of the Common Elements, shall be divided by the Board of Managers among and paid to the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on said Owner's Unit, in the order of the priority of such liens.

Section 6.5. Construction Manager and General Contractor. In the event of damage due to fire or other casualty affecting the Common Elements and/or one or more Units where the decision has been made to rebuild, the Board of Managers may engage a reputable and independent construction manager or general contractor to supervise the restoration work required to be done by the Board. The construction manager or general contractor will coordinate the Board's restoration work with the Unit Owner's restoration work, as necessary, so the work and scheduling may proceed expeditiously and efficiently. All such coordination work shall be performed in accordance with good construction practices, without priority or preferences for particular Unit or Unit Owners. The cost of the construction manager or general contractor shall be a General Common Expense.

ARTICLE 7

THE CONDOMINIUM PROPERTY USE, OPERATION, PRESERVATION, MAINTENANCE AND REPAIR

Section 7.1. Maintenance and Repairs Which Are the Responsibility of the Board of Managers, the Residential Committee or the Non-Residential Representative. All painting, decorating, landscaping, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, to the General Common Elements, Residential Common Elements or Non-Residential Common Elements, whether located inside or outside of the Units, shall be made by the Board of Managers if concerning a General Common Element, by the Residential Committee if concerning a Residential Common Element and by the Non-Residential Representative if concerning a Non-Residential Common Element. The Board of Managers shall be responsible for determining the cost of, and undertaking repair, maintenance and insurance of the 71st Street Public Access Area and the Public Access Easement thereon as may be required pursuant to the Restrictive Declaration, Mapping Agreement and/or the Property Owners Declaration. The cost of all such maintenance shall be charged to all the Unit Owners as a General Common Expense if concerning a General Common Element or the 71st Street Public Access Area and the Public Access Easement thereon, to the Residential Unit Owners as a Residential Common Expense if concerning Residential Common Elements, or to the Non-Residential Unit Owners as a Non-Residential Common

Expense if concerning Non-Residential Common Elements (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case the expense shall be charged to such Unit Owner as described below).

Section 7.2. Maintenance and Repairs Which Are a Unit Owner's Responsibility.

(a) Except as otherwise provided in the Declaration or By-laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, in or to any Unit (other than to the Common Elements contained therein) shall be made by the Owner of such Unit, at the Unit Owner's sole cost and expense. Each Unit Owner shall be responsible for all damage to any and all other Units and/or to the Common Elements in said Unit Owner's Unit or elsewhere in the Condominium, that said Unit Owner's failure to make necessary repairs or replacements or perform necessary maintenance may engender, or which are caused by said Unit Owner's actions, inactions, negligence, misuse or neglect.

(b) (i) Windows (including, without limitation, panes, casements and frames) located in Residential Units are considered Residential Common Elements. Windows (including, without limitation, louvers, plate glass, panes, casements and frames) located in a Non-Residential Unit are considered part of the Unit. The interior and exterior surfaces of windows in both Residential and Non-Residential Units are to be cleaned by the Unit Owner at the Unit Owner's sole cost and expense. Outside surfaces of windows must be cleaned from the outside of a Unit. Broken window glass or broken window frames in a Residential Unit shall be replaced by the Unit Owner at the Unit Owner's sole cost and expense, unless the breakage was caused by the Board of Managers, the Residential Committee or either of their agents, in which case replacement shall be by the Board or the Residential Committee, as applicable, at its sole cost and expense.

(ii) Locks on entrance doors to Residential Units and locks on doors accessing Residential Units from appurtenant terraces, are part of the Unit. The doors themselves are Residential Common Elements. Locks on Storage Units shall belong to the Owner of the Storage Unit. Doors (and appurtenant locks) directly accessing a Non-Residential Unit from the outdoors or from a Common Element, shall be considered part of the Unit. All doors that are part of a Unit shall be maintained and repaired by Unit Owners themselves, in accordance with applicable laws, regulations, these By-laws and/or architectural standards established by the Board of Managers. Residential Unit Owners may not alter the doors to their Residential Units, or the number and type of locks on such doors, without the prior consent of the Board of Managers. Each Residential Unit Owner must always maintain a current set of keys for all Residential and Storage Unit locks with the Managing Agent. Doors that are Residential Common Elements shall be maintained and repaired by the Residential Committee.

(c) (i) Each Non-Residential Unit Owner at said Unit Owner's expense, shall keep said Owner's Unit in good order, shall cause the Unit, the street level entrance door or doors and all street level glass surfaces and storefronts, and any service entrance area, to be maintained in a first class manner. Non-Residential Unit Owners shall cause these items and areas to be cleaned at regular intervals (but not less frequently than weekly), shall not at any time sweep any refuse, rubbish or dirt into the gutters or streets, and shall cause any portion of the Unit used for storage, preparation, service or consummation of food or beverages to be exterminated against infestation by vermin, roaches or rodents regularly, and in addition, whenever there shall be evidence of any infestation.

(ii) The washing, maintenance, repair and replacement of storefront and window systems in a Non-Residential Unit, including, without limitation, frames, doors, signage, louvers, glazing, metal panels, etc., shall be the sole responsibility of the Non-Residential Unit Owner owning that Unit.

(iii) Any and all dumpsters or other trash receptacles used by a Non-Residential Unit Owner and/or the tenants or other occupants of a Non-Residential Unit, must be maintained within the Unit, and placed outdoors only at the time of trash collection scheduled by a private carting company, if any, engaged by the Non-Residential Unit Owner and/or the tenant(s) of the Non-Residential Unit for trash removal, and then, only if the carting company requires same to be placed on the street. All trash generated by a Non-Residential Unit Owner and/or tenants or other occupants of a Non-Residential Unit shall be carted only during regular business hours. Dumpsters and trash receptacles may not, in any event, be maintained on a permanent basis on any streets abutting the Property.

(iv) Each Non-Residential Unit Owner shall cause all refuse and rubbish to be removed daily from the Building, and shall not suffer or permit said Unit Owner's employees or any persons making deliveries to or from the Unit or removing refuse therefrom, to leave any food, refuse and rubbish containers or other matter standing upon the streets.

(v) In addition to the obligation for maintenance, repair and replacement of interior space in the Garage Unit, the obligation for maintenance, repair and replacement of grade-level garage entry ramps, overhead doors, exit doors, signage, lighting, bollards, etc., associated with the Garage Unit, is the responsibility of the Owner of the Garage Unit as well.

(d) Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 7.1 above but which is occasioned by the action, regardless of whether same be a negligent or willful act or omission of (i) a Unit Owner, or (ii) any agent, licensee, contractor, employee, family member, guest or tenant of such Unit Owner, or (iii) an agent, employee, licensee, contractor, family member or guest of the tenant or licensee of such Unit Owner, or (iv) a guest of (1) any member of such Unit Owner's family or (2) any family member or employee of the tenant of such Unit Owner, shall be made at the cost and expense of such Unit Owner. If such maintenance, repair or replacement is undertaken and paid for by the Board of Managers or the Residential Committee or the Non-Residential Representative, it shall not be regarded as a Common Expense, but rather shall be considered a special assessment allocable to the specific Unit and such cost shall be added to that Unit Owner's General, Residential or Non-Residential Common Charges, as applicable, and, as part of those Common Charges, shall constitute a lien on the Unit to secure the payment thereof.

Section 7.3. Quality, Type and Scheduling of Maintenance and Repairs.

(a) All repairs, painting and maintenance, whether made by the Unit Owner, the Board, the Residential Committee or the Non-Residential Representative, to any generally visible portion of the Property, shall be carried on in such a manner so as to conform to the materials, style and color of the Unit or Common Element being repaired, painted or otherwise maintained, unless the Board of Managers, Residential Committee or the Non-Residential Representative, as applicable, authorizes a variance from such materials, style and color prior to commencement of the non-conforming repair, painting or maintenance.

(b) Unit Owners and the Board of Managers, the Residential Committee or the Non-Residential Representative shall in connection with alteration, maintenance and repair of their respective interests at the Property or at the 71st Street Public Access Area or the Public Access Easement thereon,

comply with the Rules and Regulations and schedule their construction and/or maintenance and/or repair work such that (i) no party or its agents or employees unreasonably interferes with the work being done by any other party, its agents or employees at the Property, and (ii) the labor employed by Unit Owners shall be compatible and harmonious with the labor employed by the Board of Managers, the Residential Committee and the Non-Residential Representative, it being understood that if in the reasonable judgment of the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, the labor is incompatible, the Unit Owner shall forthwith, upon the request of the Board of Managers, the Residential Committee or the Non-Residential Representative, as applicable, withdraw the incompatible laborers.

Section 7.4. Scaffolding. In connection with the rights of Declarant to construct and/or alter Units and Common Elements, Declarant shall have the right to erect and maintain scaffolding, sidewalk bridges or other equipment or facility required by law, regulation, code or ordinance when Declarant is performing such work, even though such scaffolding, sidewalk bridge or other equipment or facility may encroach on another Unit or a Limited Common Element or on the Common Elements. Declarant shall not be liable to any other Unit Owner, or the Board of Managers, the Residential Committee or the Non-Residential Representative, or to any tenant or licensee of a Unit or Unit Owner, for any damages (including but not limited to interference with business operations) incurred in connection with the foregoing, except for damages caused by the negligence of Declarant, or any of Declarant's agents or employees. In no event, however, may scaffolding be installed in a manner or location that will prevent access to a Unit (other than a Unit owned by Declarant).

Section 7.5. Violations of Maintenance Obligations. In the event any Unit Owner, after receipt of written notice from the Board of Managers, Residential Committee or Non-Residential Representative, as applicable, fails or neglects in any way to perform any obligations with respect to the painting, decorating, maintenance, repair or replacement of said Unit Owner's Unit as provided in this Article 7 or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-laws, the Board of Managers, Residential Committee or Non-Residential Representative may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within five days after receiving notice of such default, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Unit Owner to the Board of Managers, the Residential Committee or Non-Residential Representative, as applicable, and shall, for all purposes hereunder, constitute General Common Charges, Residential Common Charges or Non-Residential Common Charges, as applicable, payable by such Unit Owner.

Section 7.6. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Residential Units may be used only as a residence or for any legal home occupation or other purpose permitted under the certificate of occupancy for the Building, zoning classification for the Property and other applicable laws, regulations and ordinances, except that while Declarant or its designee owns any Unit, it shall have the right to use such Unit for general, leasing and sales office purposes.

(b) Storage Units may be used only for the storage of personal effects of Residential Unit residents, and in no event shall any food or other perishable item, or any flammable or explosive item, be stored in a Storage Unit.

(c) Each Non-Residential Unit (or any portion thereof) or any Non-Residential Units resulting from the subdivision thereof, may be used for any lawful purpose including, without limitation, garage, medical or other professional use or retail or other commercial use (except as otherwise prohibited by these By-laws or the Declaration) provided such use is permitted under the certificate of occupancy for the Building, zoning classification and project approvals for the Property, the Restrictive Declaration, Special Permit, and other applicable documents, laws, regulations and ordinances. A Non-Residential Unit Owner must use, occupy and maintain (or cause to be used, occupied and maintained) said Owner's Unit, during the period of said Owner's ownership in a manner that will not detract from the character or appearance of the Condominium and will not adversely affect the Residential Units.

(d) Each Non-Residential Unit Owner, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction of any public officer or officers, pursuant to law, and all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body which shall impose any violation, order or duty upon the Condominium, its Board of Managers or the Unit Owner, with respect to said Non-Residential Unit as a result of (i) any authorized or unauthorized use or occupation thereof by said Unit Owner or its tenant(s) or licensee(s), or (ii) the conduct by the Unit Owner or its tenant(s) or licensee(s) of business in the Non-Residential Unit. A Non-Residential Unit Owner shall not do or permit to be done any act or thing in or upon the Unit or Common Elements of the Condominium which will invalidate or be in conflict with any insurance policies covering the Condominium and fixtures and property therein, and shall not do, or permit anything to be done in or upon the Unit, or bring or keep anything therein, except as now or hereafter permitted by the New York City Fire Department, New York Board of Fire Underwriters, New York Fire Insurance Rating Organization or other authority having jurisdiction. In addition, a Non-Residential Unit Owner shall contract for private carting service for removal of its trash and rubbish, and shall not be permitted to dispose of its trash and rubbish with the trash of the Residential Area. Dumpsters and rubbish bins utilized by a Non-Residential Unit Owner are required to be kept within the confines of the Owner's Unit and placed on the sidewalks adjacent to the Building only at the time scheduled by the carting company for trash collection. Dumpsters and rubbish bins may not be maintained on the sidewalks on a permanent basis.

(e) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No Owner, tenant or other occupant of a Unit shall do, suffer or permit to be done in any Unit, activities of a pornographic, illegal or unlawful nature. No Owner, tenant or occupant of a Unit shall do, suffer, or permit to be done, anything in any Unit which would impair the soundness or safety of the Building, or which will result in the cancellation of insurance applicable to the Building, or which would be noxious, offensive or hazardous or an interference with the peaceful possession and proper use of any other Unit, or which would require an alteration to any of the Common Elements in order to comply with any applicable law or regulation, or which would otherwise be in violation of law.

(f) No offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with by and at the sole

expense of the Unit Owners, the Board of Managers, the Residential Committee or the Non-Residential Committee, whichever shall have the obligation to maintain or repair such portion of the Property.

(g) No portion of a Residential Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein.

(h) A Unit Owner shall not at any time use or occupy or suffer or permit anyone to use or occupy said Owner's Unit or do anything in said Owner's Unit or the Building, or suffer or permit anything to be done in said Owner's Unit or the Building, in violation of any temporary or permanent certificate of occupancy issued for the Unit and/or the Building, and in the event that any department of the City or State of New York shall at any time contend and/or declare by notice, violation, order or in any other manner whatsoever that the Owner's Unit is used for a purpose which is a violation of such certificate of occupancy, the Unit Owner shall, upon ten (10) days' written notice from the Board of Managers, immediately discontinue such use of the Unit.

(i) A Residential Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments), may only be occupied or used as a residence (and for permitted home occupations) by said individual, or an officer, director, stockholder, member or employee of such corporation or limited liability company, or a partner or employee of such partnership, or said fiduciary (including directors, officers, stockholders of employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or the beneficiary of said fiduciary, or a principal or employee of such other entity, respectively, or members of the immediate family or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such family members or guests). Residential Units may not be used for transient or hotel purposes. Residential Units may only be leased or sold in accordance with the By-laws and the Rules and Regulations.

(j) Notwithstanding the foregoing or anything contained in the By-laws or the Rules and Regulations to the contrary, Declarant or its designee may, without the permission of the Board of Managers, the Residential Committee or the Non-Residential Representative, use or grant permission for the use of any Unit owned by Declarant or its designee, until such time as the same may have been sold or otherwise conveyed (i.e., an "Unsold Unit"), as models, sales, leasing, promotion and/or production offices in connection with the sale or rental or Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations. In addition, while Declarant owns at least one Unit, Declarant shall be entitled to erect one or more signs and banners at the Building, including but not limited to signs and banners affixed to the windows of Units owned by Declarant, the Building facade, etc., advertising Units for sale or lease.

(k) No zoning variances with respect to use of any Common Element or Residential Unit may be applied for by a Unit Owner. Any such application shall be made only by or through the Board of Managers. However, the Board shall be under no obligation to apply for zoning variances with respect to Common Elements or Units.

(l) Subject to the rights of Declarant set forth above, no Owner, tenant or occupant of a Unit shall, without the prior written approval of the Board of Managers, which approval may be withheld for any reason or no reason, place or suffer to be placed or maintained (i) within any Unit, any sign or advertising material which shall be visible from the exterior of the Unit or (ii) on the exterior of a Unit or

on any window belonging to the Unit or on any Common Element adjacent to the Unit, any sign, awning, canopy, decoration, lettering or advertising matter or other thing of any kind.

(m) Subject to the right of a Non-Residential Unit Owner to break through concrete floor slabs at areas denoted "Knock-Out Panels" as described in the Declaration, if applicable, no Owner, tenant or occupant of a Unit shall repair, alter, replace or move any of the General Common Elements, Residential Common Elements, or the Residential Limited Common Elements in or appurtenant to said Owner's Unit, without the prior written consent of the Board, which consent may be withheld for any reason or no reason. A Unit Owner shall not obstruct the Common Elements.

(n) The Units shall be used in a manner appropriate to the design of the building systems and for which adequate elevator, stair, ventilation, plumbing and similar and related facilities exist. A Unit Owner's use of electricity and other systems in the Unit shall not at any time exceed the capacity of any electrical conductors and other equipment in or otherwise serving the Property.

(o) Unit Owners shall maintain their Units and any Limited Common Elements appurtenant thereto, in a manner which will not interfere with the use of the Building by others.

(p) If the Owner of a Non-Residential Unit applies to the Board of Managers for consent to install security grilles in the Unit, the Board of Managers shall have no authority to consent to the alteration unless the security grilles are to be installed on the interior of the Building, behind the face of the exterior glazing. All provisions of these By-laws relative to procedures to be followed by Unit Owners in conjunction with alterations shall in all events be adhered to in conjunction with the foregoing potential alteration.

(q) A Unit may in no event be used for purposes, even though lawful, that create, result in, or generate excessive noise, vibration, vermin or insects in, through or on the Property. No broadcast, amplified or otherwise, of live or recorded words, music or other audio from a Unit that is audible from the exterior of the Building to pedestrians and others outside of the Building shall be permitted.

(r) With the exception of signs installed by Declarant or an affiliate of Declarant, or any designee of Declarant, any signage to be installed on a Non-Residential Unit or otherwise shall be subject to prior approval by the Board of Managers. Signage letters shall in no event exceed 12" in height and neon signage of any type shall be prohibited, unless otherwise specifically approved in either case by the Board of Managers.

(s) Signage on Office Units shall be restricted in all events to installation on entry doors and on pre-cast concrete pilasters directly adjacent to either side of the entry doors. Signage installed on pre-cast pilasters shall be polished brass or bronze.

Section 7.7. Additions, Alterations or Improvements by Board of Managers.

(a) The Board of Managers shall have the right to make or cause or permit to be made such additions, alterations and improvements to the General Common Elements as in its opinion may be beneficial or necessary, or which are requested in writing by a Unit Owner, subject, however, to the requirement that if the addition, alteration or improvement shall cost more than 50% of the then current estimated annual operating budget of the Condominium, exclusive of reserves, such addition, alteration or improvement

must be approved by Unit Owners holding more than 66-2/3% in Common Interest, voting at a meeting duly called in accordance with the By-laws.

(i) Additions, alterations or improvements to the General Common Elements or the 71st Street Public Access Area or the Public Access Easement thereon, that are general in nature and cost 50% or less than 50% of the Condominium's then current estimated annual operating budget, exclusive of reserves, may be made by the Board of Managers and the cost thereof shall be a General Common Expense. Before undertaking any work pursuant to this Section 7.7(a), the Board of Managers may require the consent in writing of any Unit Owner and Mortgagee whose rights, in the Board of Managers's sole judgment, may be prejudiced by the addition, alteration or improvement.

(b) If the Board of Managers determines that a proposed addition, alteration or improvement of a General Common Element (or Limited Common Element, if applicable) is general in character, the cost thereof shall be a General Common Expense, shared by all Unit Owners in accordance with the By-laws, subject to the requirements of Section 7.2(d) of these By-laws. If the Board of Managers determines that an addition, alteration or improvement is exclusively or substantially for the benefit of the Unit Owner that requested it, the cost shall be a special assessment against such Owner. If more than one Unit Owner requested the addition, alteration or improvement, the cost shall be assessed in such proportion as the Board of Managers shall determine to be fair and equitable. The foregoing shall not prevent the Unit Owners affected by such addition, alteration or improvement from agreeing in writing, before or after the assessment is made, to be assessed in different proportions.

(c) The Residential Committee shall have the right to make or cause or permit to be made, such additions, alterations and improvements in the Residential Common Elements as in its opinion may be beneficial or necessary to the Residential Area. Said Committee may also consent to modifications to Residential Common Elements requested in writing by an Owner of a Residential Unit. If the Residential Committee determines that the modification is general in nature, the cost of implementing it shall be a Residential Common Expense and the cost shall be paid by Residential Unit Owners in accordance with their Residential Allocation Percentages. However, if said expense represents more than 50% of the then current operating budget for the Residential Area, exclusive of reserves, the proposed expenditure must be approved by Residential Unit Owners representing more than 66-2/3% in Residential Allocation Percentage, voting at a meeting duly called in accordance with the By-laws. Expenditures representing 50% or less than 50% of the then current operating budget for the Residential Area, exclusive of reserves, may be made by the Residential Committee without any vote of the Residential Unit Owners and the cost shall be a Residential Common Expense. If the Residential Committee determines that the proposed addition, alteration or improvement is exclusively or substantially for the benefit of the Unit Owner that requested it, the cost shall be a special assessment against such Unit Owner. If more than one Unit Owner requested the addition, alteration or improvement, the cost shall be assessed in such proportion as the Residential Committee deems fair and equitable, or in such other proportion as the affected Unit Owners agree to in writing.

(d) The Non-Residential Representative shall have right to make or cause or permit to be made, such additions, alterations and improvements in the Non-Residential Common Elements, if any, as in its opinion may be beneficial or necessary to the Non-Residential Area. Said Representative may also consent to modifications in or creation of Non-Residential Common Elements requested in writing by a Non-Residential Unit Owner. If the Non-Residential Representative determines that the modification or creation is general in nature, the cost of implementing it shall be a Non-Residential Common Expense which shall be paid by Non-Residential Unit Owners in accordance with an allocation determined by the Non-Residential Committee. If the Non-Residential Representative determines that the modification or creation is exclusively

or substantially for the benefit of the Unit Owner that requested it, the Non-Residential Representative can determine the cost to be a special assessment against that Unit Owner. If more than one Non-Residential Owner requests the modification, the cost shall be assessed in such proportions as the Non-Residential Committee deems fair and equitable, or in such other proportion as the affected Unit Owners agree to in writing.

(e) Notwithstanding the foregoing, until Declarant or its designee shall have conveyed title to all Residential Units, or for a period of five years following the closing of title to the first Residential Unit by Declarant under the Offering Plan, whichever is earlier, neither the Residential Committee nor the Board of Managers may make any addition, alteration, or improvement to the General or Residential Common Elements without Declarant's prior written consent.

Section 7.8. Additions, Alterations or Improvements by Unit Owners.

(a) (i) Any structural, mechanical, electrical or plumbing addition, alteration or improvement in or to a Residential Unit or the Limited Common Elements appurtenant thereto or to the Common Elements generally, and/or the combination of two or more Residential Units into one Unit or the division of one Residential Unit into two or more Units, shall require the prior written consent of the Board of Managers. Awnings and exterior lighting may not be installed without the prior consent of the Board of Managers, which consent may be withheld for any reason.

(ii) Any structural addition, structural alteration or structural improvement to a Non-Residential Unit or the Limited Common Elements appurtenant thereto, or affecting the Common Elements in any way, shall require the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, each Non-Residential Unit Owner shall have the right with respect to a Non-Residential Unit owned by that Unit Owner, without the prior consent of but with prior notice to the Board of Managers to, (i) make non-structural alterations, additions or improvements to the Non-Residential Unit, (ii) change the layout of or number of rooms in the Non-Residential Unit, (iii) change the size and/or number of Non-Residential Units by subdividing the Non-Residential Unit into two or more separate Non-Residential Units, combining separate Non-Residential Units (including those resulting from sub-division or otherwise) into one or more Non-Residential Units, altering boundary walls between Non-Residential Units or otherwise, and (iv) if appropriate, reapportion among the Non-Residential Units affected by such changes, their Common Interest. In no event may the sub-division or combination of Units result in a different total aggregate Common Interest than existed for the Non-Residential Unit(s) being sub-divided or combined before the sub-division or combination. In each of the foregoing instances a Non-Residential Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, shall cause the Declaration to be amended, if necessary, and shall hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. Under no circumstances shall a Non-Residential Unit Owner make any changes to a Non-Residential Unit which will affect the Common Elements and/or the structural integrity of the Building without the prior written consent of the Board of Managers. Application for such consent shall be made by the Non-Residential Unit Owner in accordance with this Section 7.8(a) and the Board shall respond in accordance with the procedures set forth in that Section.

(b) The Board shall be obligated to act on a Unit Owner's request for approval for an addition, alteration or improvement in or to a Unit within forty-five (45) days after the Board's receipt from the Unit Owner of information and material in sufficient detail for the Board to thoroughly evaluate the request. In connection with any such request for approval, the Unit Owner shall be expected to submit, at

a minimum, preliminary plans and specifications prepared by an architect licensed in New York State, and, in the event the request for Board approval concerns the division or combination of Units, a draft of the proposed associated amendment to the Declaration, which shall, among other things, reallocate Common Interest and, if applicable, Residential Allocation Percentage. The Board shall have the right to impose such additional reasonable requirements as it deems appropriate. The 45-day period within which the Board is obligated to act, shall not begin to run until the Board, in its sole reasonable judgment, has received a complete application from the Unit Owner seeking the Board's approval. The Board's failure to act on a complete application within forty-five (45) days after receipt thereof shall be deemed to mean the Board has approved the application.

(c) The cost of any proposed alteration, improvement, division or combination (including but not limited to the cost incurred by the Board to engage architects, lawyers and other professionals to review the plans and specifications for the proposed construction work and, if applicable, the proposed amendment to the Declaration), shall be borne by the Owner(s) of the Units being altered, improved, divided or combined.

(d) Any alteration, improvement, division or combination by a Unit Owner shall be performed in compliance with all laws, codes, ordinances and regulations, and the provisions of these By-laws governing alterations generally. Any division or combination of a Unit shall become effective only upon the recording of the amendment to this Declaration prepared by and at the expense of the Unit Owner with the prior approval of the Board, and the concurrent filing of all necessary amendments to the Tax Lot Drawings with the necessary architectural certification affixed. The foregoing amendments to the Declaration and to the Tax Lot Drawings shall be recorded and filed respectively by the Board of Managers, upon the Unit Owner's completion of construction and at the expense of the Unit Owner combining, dividing or otherwise altering the Unit(s), provided the Board consented to the amendment prior to the Unit Owner's alteration work, in accordance with the procedures contained in the Declaration and By-laws.

(e) Prior to and as a condition of granting consent to the making of any structural, mechanical, electrical or plumbing alteration, repair, addition or improvement to a Unit or the Limited Common Elements appurtenant thereto, or to any other Common Element, the Board may require the Unit Owner to execute an agreement in the form required by the Board, setting forth the terms and conditions under which the proposed work is to be done, including, without limitation, the name and address of the contractor and the days and hours during which the work is to be done.

(f) Both Residential and Non-Residential Unit Owners proposing alteration work shall have the obligation to submit the name and address of their contractor(s), together with a telephone number and contact person for each contractor who will be working in the Unit, in writing to the Board of Managers at least five (5) business days before the work is scheduled to begin. For insurance purposes, electrical and plumbing work in both the Non-Residential and Residential Units must be performed by licensed contractors. Further, all contractors must carry liability insurance coverage in such minimum amounts as the Board shall from time to time establish. Proof of license and insurance coverage must be submitted to the Board of Managers at the time the contractor's name is given to the Board. A contractor's liability insurance policy must be in full force and effect at the time the work is performed and must be issued by a reputable insurance company licensed to do business in New York. The contractor shall deliver a certificate of insurance, satisfactory to the Board of Managers, naming the Board of Managers of the Condominium, the Residential Committee, the Non-Residential Representative, the Managing Agent of the Condominium and all Unit Owners, including but not limited to Declarant, as additional insureds. The determination as to whether an application is complete shall be in the sole discretion of the Board.

(g) Any application to any department of or governmental agency of the City of New York or to any other governmental authority for permits or certificates necessary to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers, if necessary, provided, however, the Board of Managers shall not incur any liability on the part of the Board of Managers or any member of the Board to any contractor, subcontractor, materialman, architect or engineer on account of such installation, addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall, if so requested, indemnify the Board of Managers, the Residential Committee, the Non-Residential Representative, and other Unit Owners in writing for any loss, damage or liability the Board, the Residential Committee, the Non-Residential Representative or other Unit Owners may incur, resulting in any way from execution of any such documents. The cost of obtaining any such permits or certificates, as well as the cost of professional fees, if any, incurred by the Board of Managers in evaluating the proposed construction plans, shall be borne by the Owner of the Unit in which the addition, alteration or improvement is to be made. Any Unit Owner who combines two or more Units into one or more Units, and any Unit Owner who divides a Unit into two or more Units, shall be obligated, at said Unit Owner's sole cost and expense, to obtain the services of a registered architect or engineer to (i) file such drawings and make such applications as may be necessary to obtain, and (ii) if required by law and/or by the Board of Managers, actually obtain, an amended certificate of occupancy for the Building reflecting the changes made by said Unit Owner.

(h) The provisions of Sections 7.8(a)-7.8(g) of these By-laws, shall not apply to any Unit owned by Declarant or its designee. Declarant or its designee shall have the right, without the consent of the Board of Managers, the Residential Committee, the Non-Residential Representative, other Unit Owners or the holders of Unit mortgages, with respect to Units owned by Declarant to (i) make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon any Unit owned by it, (ii) reverse or change the layout of any Unit and make adjustments in interior dimensions of Units, (iii) change the number of rooms in any Unit, (iv) change the size and/or number of Units by subdividing one or more Units into two or more separate Units, combining separate Units (including those resulting from such sub-division or otherwise) into one or more Units, altering the boundary walls between Units or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, or any space or other area abutting a Unit or Units into one or more of said Units, or otherwise, and (v) if appropriate, reapportion among the Units affected by such change their appurtenant Common Interests and Residential Allocation Percentages, provided, however, that Common Interest and Residential Allocation Percentage need not be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above. In each of the foregoing instances the Declarant or its designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, and shall cause the Declaration to be amended, if necessary.

(i) The Board of Managers shall execute any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such installation or structural addition, alteration or improvement made by Declarant or its designee, or by any other Unit Owner, to any Unit, if necessary, provided however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the execution of the application or such other document. A copy of any such application or document required to be signed by the Board shall be given to the Board by the applicable party.

(j) In order to preserve the architectural harmony of the facade of the Building, minimize the possibility of unsightly or obstructed views from other terraces and Residential Units and promote the safety of those on lower terraces, as well as on the street below, each Residential Unit Owner having the

exclusive use of a terrace will be required to obtain the approval of the Board of Managers before altering, decorating, landscaping or painting the same. The Board of Managers may grant or withhold such approval in its sole discretion. Notwithstanding anything to the contrary contained in these By-laws or in the Declaration, Unit Owners with terraces appurtenant to their Units shall not be permitted to enclose their terraces or to install awnings on their terraces.

Section 7.9. Use of Common Elements and Facilities.

(a) A Unit Owner shall not place or cause to be placed in the common areas or common facilities, other than the areas designated as storage areas, any furniture, packages or objects of any kind.

(b) The Common Elements and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and capable. No Unit Owner shall make any addition, alteration, improvement or change in or to any Common Element without the prior written consent of the Board of Managers.

(c) While Declarant or its designee owns any Unit it shall have the right to maintain general and sales and leasing offices on or about the Property, to have its employees, contractors and agents present on the Property, to use the Common Elements and to do all things necessary or appropriate to sell or lease Units, including, without limitation, the right to erect and maintain signs on exterior portions of the Building and elsewhere on the Property. Declarant shall be obligated to repair and maintain the portions of the Property used by it for such purpose so long as such use by Declarant or its designee shall continue.

Section 7.10. Right of Access. By acceptance of a deed to Unit, a Unit Owner shall be deemed to have granted a right of access to said Unit Owner's Unit to the Board of Managers, the Residential Committee, the Non-Residential Representative, the managing agent and/or any other person authorized by the Board of Managers, for the purpose of making inspections or for the purpose of correcting any condition originating in said Unit Owner's Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in said Unit Owner's Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner and, further, provided that such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Unit for which it was intended. No prior notice shall be required in the event that the Board of Managers, the Residential Committee or the Non-Residential Representative shall determine that action is immediately necessary for the preservation or safety of the Building or for the safety of the residents or Unit Owners of the Condominium or other persons, or required to avoid the suspension of any necessary service to the Condominium. In case of emergency, such right of entry shall be immediate, whether or not a Unit Owner is present.

Section 7.11. Water Charges and Sewer Rents. Water shall be supplied to the Building through a single metered building main. Water usage shall be sub-metered off of the Building main for each of the Non-Residential Units. The Board of Managers shall bill each Non-Residential Unit Owner for its proportionate share of the total water cost, together with its proportionate share of related sewer charges, based on the metered usage. Failure to pay water and sewer charges shall be equivalent to failure to pay Common Charges, and the Board of Managers shall have the same rights and remedies for non-payment of water and sewer charges as for non-payment of Common Charges. Metered usage not attributable to the Non-Residential Units shall be attributable to the Residential Area. The cost of Residential Area water usage,

together with all related sewer charges arising therefrom, shall be paid by Residential Unit Owners as a Residential Common Expense. The Board of Managers shall make payment to the City of New York for both Residential Area and Non-Residential Area water and sewer costs for the Building.

Section 7.12. Electricity.

(a) Each Residential Unit will be submetered off of a master electrical meter and each Residential Unit Owner will be invoiced for electricity consumed in Owner's Unit based on the submeter reading. Residential Unit Owners must pay electricity charges to the Board of Managers together with Unit Owner's Common Charges and the Board will pay the utility company. A Residential Unit Owner's failure to pay electricity charges will be equivalent to failure to pay Common Charges and the Board will have the same rights and remedies for failure to pay electricity charges as for failure to pay Common Charges.

(b) The cost of electrical usage attributable to the area where the Storage Units are located, will be allocated by the Board of Managers equally among all Storage Unit Owners and will be billed monthly to each Storage Unit Owner as a special assessment. Storage Unit Owners must pay this cost to the Board of Managers with Unit Owner's Common Charges. Failure to pay will be treated in the same manner as failure to pay Common Charges.

(c) Non-Residential Units will be separately metered for electricity consumed in their Units and Non-Residential Unit Owners will pay electricity costs directly to the utility company. Notwithstanding the foregoing, the electricity powering the cooling tower on the roof is measured by the master meter described above. The cooling tower serves the Office Unit as well as the Residential Common Elements and General Common Elements. Accordingly, the Board of Managers will bill the Office Unit Owner for its proportionate share of the cooling tower electricity expense. Failure by the Office Unit Owner to pay this charge, will be equivalent to failure to pay Common Charges and the Board of Managers will have the same rights and remedies for the Office Unit Owner's failure to pay these electricity charges as the Board has for non-payment of Common Charges.

(d) If the Board of Managers applies for and receives permission from the Public Service Commission to purchase electricity at a discounted rate, any and all savings obtained by the Board shall be passed through to Unit Owners.

Section 7.13 Gas. Gas for cooking, heat and hot water in the Residential Area shall be supplied to the Property by a master meter and the cost therefor shall be paid by Residential Unit Owners as a Residential Common Expense. Payment of the bill shall be made by the Board to the utility company. Non-Residential Units, as of the date of the Declaration, do not have any gas service.

ARTICLE 8

MORTGAGES

Section 8.1. Unit Owner's Rights.

(a) Each Unit Owner shall have the right to give a first mortgage to a Mortgagee on said Owner's Unit, and the Board of Managers will recognize the holder of such first mortgage in connection with the giving of notices of default under these By-laws, provided that (i) the mortgage shall be recorded and

shall be expressly subordinate to the Declaration, (ii) the Unit Owner making such mortgage pays all assessments against said Owner's Unit at or prior to the making of the mortgage, and (iii) if the Mortgagee desires notification or approval rights with respect to the Board or the Condominium Instruments, that the Unit Owner and Mortgagee enter into an agreement with the Board of Managers, which, among other things, asks and authorizes that the Board of Managers give copies to the Mortgagee of notices of the Unit Owner's default in payment of Common Charges simultaneously with the Board's notice to the Unit Owner. Notwithstanding anything to the contrary that may be contained in such agreement, if the Mortgagee fails to object to a proposed action as to which its consent is requested, within ten (10) days of the date consent is requested, Mortgagee's consent shall be deemed given.

(b) Any first mortgagee that satisfies the foregoing criteria shall be referred to as a **"Permitted Mortgagee"** and any first mortgage held by such Permitted Mortgagee satisfying the foregoing criteria shall be a **"Permitted Mortgage."**

Section 8.2. Notice to Board of Managers. A Unit Owner who mortgages a Unit shall notify the Board of Managers of the name and address of the Mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages on Units".

Section 8.3. Notice of Unpaid Common Charges or Other Default. The Board of Managers, whenever so requested in writing by a Permitted Mortgagee of a Unit (i.e., pursuant to the agreement referred to in Section 8.1 above), shall promptly report any then unpaid Common Charges due from or any other default by the Owner of the mortgaged Unit. The Board shall also, in the event the Unit has been leased, have the right to provide to the Permitted Mortgagee, copies of notices to tenants, as described in Section 9.2(e) of these By-laws.

Section 8.4. Notice of Default.

(a) The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each Permitted Mortgagee of that Unit whose name and address has theretofore been furnished to the Board of Managers, provided the Permitted Mortgagee has requested of the Board in writing that it be notified of such default(s) (i.e., pursuant to the agreement referred to in Section 8.1 above). A Permitted Mortgagee who is entitled to receive notices of default by a Unit Owner in accordance with the foregoing, shall also be entitled to cure said default, in accordance with the following paragraph.

(b) (i) The Permitted Mortgagee shall have the right, but not the obligation, for a period of thirty (30) days following receipt of a copy of a default notice, to cure the default in the name and on behalf of the Unit Owner.

(ii) To facilitate the foregoing, for a period of thirty (30) days following the giving of notice to a Permitted Mortgagee of a default by a Unit Owner in payment of Common Charges, neither the Board of Managers, the Residential Committee nor the Non-Residential Representative will commence a proceeding to foreclose its lien for said Unit Owner's non-payment of Common Charges or other assessments. If the Permitted Mortgagee fails to cure said default within said thirty (30) day period by paying the requisite Common Charges or other assessments (plus late payment charges and interest thereon as per these By-laws), the Board of Managers and/or the Residential Committee and/or the Non-Residential Representative, as applicable, shall be free to commence a proceeding to foreclose its lien at its discretion.

Section 8.5. Permitted Mortgagees to Notify Board of Managers, Residential Committee and Non-Residential Representative of Unit Owner's Default. Upon the happening of a default under the terms of a Permitted Mortgage which would permit the holder to declare the entire principal sum due, notice of the intention of the holder to do so shall be given in writing to the Board of Managers (and to the Residential Committee if the Unit is a Residential Unit and to the Non-Residential Representative if the Unit is a Non-Residential Unit), prior to instituting a foreclosure action.

Section 8.6. Board of Managers, Residential Committee, and Non-Residential Representative Shall Be Notified in All Mortgage or Other Lien Foreclosures; Right to Bid. The Board of Managers shall be notified in writing of every action brought to foreclosure any mortgage or other lien affecting a Unit, the Residential Committee shall be notified in writing of every action brought to foreclosure any mortgage or other lien affecting a Residential Unit, and the Non-Residential Representative shall be notified in writing of every action brought to foreclose any mortgage or other lien affecting a Non-Residential Unit. The Board of Managers, the Residential Committee and the Non-Residential Representative shall be entitled to bid at any sale, whether the Board of Managers and/or the Residential Committee and/or the Non-Residential Representative is the plaintiff or a defendant, and to purchase any Unit at such sale (in its name or in the name of a nominee) for such amount as shall be approved by the applicable Unit Owners in accordance with these By-laws, taking into consideration the amount due the plaintiff, the costs and disbursements, and all other charges affecting the Unit. The Board of Managers, the Residential Committee and the Non-Residential Representative shall not, however, be limited in their bidding to such amount or total but may bid any higher sum that they find necessary in order to protect the interests of the other applicable Unit Owners.

Section 8.7. Receivers. Notwithstanding anything to the contrary in these By-laws or the Declaration, in the event a receiver is appointed in connection with an action to foreclose a mortgage against a Unit, whether that mortgage is a Permitted Mortgage or otherwise, said receiver shall, upon appointment, be obligated to pay to the Board of Managers and/or Residential Committee and/or Non-Residential Representative, as applicable, all Common Charges and other assessments owed by the defaulting Unit Owner, together with any late charges, interest and penalties assessed thereon. Further, upon the appointment of a receiver, the Unit Owner whose Unit is being foreclosed loses all rights accorded a Unit Owner in these By-laws or the Declaration in connection with the operation of the Condominium, including but not limited to the right to appoint or vote for members of the Board of Managers or the Residential Committee or the Non-Residential Representative, and the right to be a member of such Committee or an officer of the Condominium or an officer of the Residential or Non-Residential Representative, and the receiver shall succeed to all such rights.

ARTICLE 9

SALES AND LEASES OF UNITS

Section 9.1. Sales.

(a) No Residential Unit Owner may sell said Owner's Residential Unit and/or Storage Unit or any interest therein except by complying with the following provisions:

(i) Any Residential Unit Owner who receives a bona fide offer (hereinafter called an **"Outside Offer"**) for the sale of said Owner's Residential Unit and/or Storage Unit together with: (x) the

Common Interest appurtenant thereto, (y) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers (or the Residential Committee), or its designee, on behalf of all Unit Owners (or on behalf of all Residential Unit Owners, as applicable), or the proceeds of the sale thereof, if any, and (z) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the **"Appurtenant Interests"**), which said Owner intends to accept, shall give written notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, including without limitation, a credit report and other financial information respecting the proposed buyer, and such assurances and security as are referred to in Section 1.5(e) of these By-laws, if applicable, and shall offer to sell such Unit, together with the Appurtenant Interests, to the Board of Managers on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after the Board of Managers has received notice of the Outside Offer in accordance with the foregoing, plus all additional information the Board has requested, the Board of Managers may elect, by notice to such Unit Owner, (1) to purchase such Unit, together with the Appurtenant Interests (or to cause the same to be purchased by the Residential Committee or other designee, corporate or otherwise), on behalf of all other Residential Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner, or (2) to produce a purchaser who will purchase such Unit, together with the Appurtenant Interests, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

(ii) In the event the Board of Managers shall elect to purchase a Unit, together with the Appurtenant Interests, or to cause the same to be purchased by the Residential Committee or a different designee, corporate or otherwise, title shall close at the office of the attorneys for the Condominium (or at such other location as the Board of Managers specifies) in accordance with the terms of the offer within sixty (60) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner shall convey the Unit and Appurtenant Interests to the Board of Managers or to its designee, on behalf of all other Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other transfer taxes arising out of such sale. Real estate taxes and Common Charges shall be apportioned between the Unit Owner and the Board of Managers, or its designee, as of the closing date.

(iii) In the event the Board of Managers waives its right of first refusal with respect to the Outside Offer, or fails to accept such Outside Offer with the 20-day period mentioned above, or timely accepts the Outside Offer but fails to produce a purchaser and close within the 60-day period mentioned above, the offering Unit Owner shall be free to sell and convey such Unit, together with the Appurtenant Interests, within ninety (90) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the maker of the Outside Offer (hereinafter the **"Outside Offeror"**), on the terms and conditions set forth in the notice from the offering Unit Owner to the Residential Committee of such Outside Offer. In the event the offering Unit Owner shall not, within such 90-day period, sell and convey such Unit, together with the Appurtenant Interests, to the Outside Offeror on the terms and conditions contained in the Outside Offer, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 9.1.

(iv) Any deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, including the By-laws annexed thereto, and the Rules and Regulations, as all of the same may be amended from time to time.

(v) The Residential Committee shall have the right to require Residential Unit Owners (except for Declarant and/or its designee) to pay a fee to the Residential Committee or the Board and/or the Condominium's Managing Agent to cover expenses in conjunction with the processing of an application for the sale of a Residential Unit.

(b) A Residential Unit Owner who also owns a Storage Unit, must sell or otherwise convey title to the Storage Unit no later than the time of sale of the last Residential Unit owned by that Unit Owner, as ownership of a Residential Unit is a pre-requisite to ownership of a Storage Unit. Sale need not necessarily be to the party purchasing the selling Unit Owner's Residential Unit, and the Storage Unit may be sold instead to another Residential Unit Owner in the Building. Sale of a Storage Unit, whether to another Residential Unit Owner in the Building or in conjunction with sale of the Residential Unit to an Outside Offeror as described above, shall be subject to the right of first refusal requirement described above.

(c) Any purported sale of a Unit in violation of this Section shall be voidable at the election of the Board of Managers, and if the Board shall so elect, the purported former Unit Owner shall be deemed to have empowered the Board to institute legal proceedings to eject the purported new Unit Owner at the cost and expense of the purported former Unit Owner, who shall be obligated to reimburse the Board for all expenses incurred in connection with such proceeding, including without limitation legal fees and disbursements.

(d) There shall be no restrictions on the right of a Non-Residential Unit Owner to sell said Owner's Non-Residential Unit, except as may be included elsewhere in these By-laws.

Section 9.2. Leases.

(a) A Non-Residential Unit Owner (including a Mortgagee who acquires title through foreclosure or by deed in lieu of foreclosure), may lease said Owner's Non-Residential Unit, without any notice to or consent of the Board or the Non-Residential Representative. However, a Non-Residential Unit Owner must regularly advise the Board of Managers in writing of the name of each tenant in its Unit, together with the name, telephone number and address of an individual who is authorized to take action or make decisions respecting the tenant, who may be contacted in event of emergency. The Non-Residential Unit Owner also must provide the Board of Managers with the name, address and telephone number of the Unit Owner's own representative who may be contacted in event of emergency or other problem.

(b) A Residential Unit Owner may lease said Owner's Residential Unit (and Storage Unit, if applicable), only in accordance with the following provisions:

(i) Any Residential Unit Owner who receives a bona fide offer for a lease of said Owner's Residential Unit (and Storage Unit, if applicable) which said Owner intends to accept, shall give notice to the Residential Committee of such offer and such intention, together with the name and address of the proposed lessee, the terms of the proposed lease, references, and such other information as the Residential Committee may reasonably require, including without limitation a credit report and other financial information respecting the proposed tenant. The Residential Committee may from time to time prescribe a form upon which the aforementioned information shall be listed.

(ii) Leases of Residential Units must contain terms of at least twelve (12) consecutive months. Storage Units may not be leased except in conjunction with the lease of a Residential Unit, and then only to the tenant to whom the Residential Unit is leased. No lease of a Residential Unit (and Storage Unit, if applicable) shall be made without the prior written consent thereto of the Residential Committee. The Residential Committee shall, within thirty (30) days after receipt of a fully completed application form, advise the Unit Owner in writing of its consent or refusal to consent. The Residential Committee's refusal to consent to a lease must be based upon either (a) the Residential Committee's agreement to lease such Unit(s) upon the same terms, conditions and rental offered by the proposed lessee, or (b) the Residential Committee's production of a lessee who will lease the Unit(s) on the same terms, conditions and rental offered by the proposed lessee, or (c) the fact that the proposed lease does not comply with the minimum lease term provisions set forth above, or (d) the fact that the proposed tenant does not meet credit or other financial requirements established by the Board of Managers. If the Residential Committee affirmatively consents to the lease, or elects not to lease such Unit(s) on behalf of all Residential Unit Owners or produce a lessee for such Unit(s) and does not otherwise refuse to consent to said lease pursuant to the foregoing, within thirty (30) days after receipt of a fully completed application form, the Unit Owner shall have the right to consummate the lease on the terms submitted to the Residential Committee.

(iii) The consent of the Residential Committee to a lease shall not be construed to relieve the Unit Owner from obtaining the consent of the Residential Committee to another lease, and a Unit Owner who subsequently desires to lease such Unit(s) shall be required again to comply with all the terms and provisions of this Section 9.2.

(c) The Residential Committee shall have the right to require Residential Unit Owners (except for Declarant or its designee) to pay a fee to the Board or Residential Committee, and/or the Managing Agent to cover expenses in connection with applications for the lease of a Residential Unit.

(d) Any lease shall be consistent with and shall be deemed to incorporate by reference these By-laws and to provide that (in the case of Residential Unit leases only), the tenant shall not sublet the demised premises, or any part thereof, and that the Board of Managers or Residential Committee shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant. The form of any such lease for a Residential Unit shall be the then current form of apartment lease recommended by The Real Estate Board of New York, Inc.

(e) Each lease for a Residential Unit shall be deemed to incorporate into it the provisions of Real Property Law Section 339-kk. In addition, each lease for a Residential Unit and any lease for all or part of a Non-Residential Unit, whether such lease has been entered into in accordance with these By-laws or otherwise, shall be deemed to have incorporated into it the following provisions:

(i) In the event the Owner of the Unit forming all or part of the demised premises under the lease shall be in default in payment of Common Charges for more than 30 days, the Board of Managers shall have the right to notify the tenant of the Unit Owner's default, and in said notice to direct tenant to pay all rent that would otherwise be due under the lease, directly to the Board of Managers. Upon receipt of such rental income the Board shall apply it against Common Charges owed by the defaulting Unit Owner.

(ii) In the event, however, that a Non-Residential Unit Owner has made an assignment of rents to a Permitted Mortgagee in connection with a Permitted Mortgage, and the Permitted Mortgagee has previously provided written notice to that effect to the Board of Managers, the Board of

Managers shall endeavor to send a copy of the notification of the Unit Owner's default to the Permitted Mortgagee, at the same time as same is sent to the tenant. In such event, the Board shall refrain for a period of 30 days after giving a tenant notice of the Unit Owner's default, from directing tenant to pay its rent directly to the Board, in order to allow the Permitted Mortgagee to enforce its assignment of rents. If the Permitted Mortgagee notifies the Board in writing during such 30-day period that it has enforced its assignment of rents, the Permitted Mortgagee shall be required to make payments of Common Charges attributable to the Unit to the Board of Managers. If the Permitted Mortgagee shall not provide notice to such effect to the Board of Managers, then, at the expiration of the 30-day period following the Board's written notice to the tenant and the Permitted Mortgagee of the Unit Owner's default, the Board shall be entitled to direct tenant to pay rent directly to the Board as described above.

(f) Any purported lease of a Residential Unit (and Storage Unit, if applicable) in violation of this Section 9.2 (b) shall be voidable at the election of the Board of Managers, and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject or evict the purported tenant in the name of the Unit Owner as the purported landlord. The Unit Owner shall be obligated to reimburse the Board for all expenses (including without limitation attorney's fees and disbursements) incurred in connection with such proceedings.

Section 9.3. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers. The Board of Managers shall not exercise any option to purchase or lease any Unit without the prior approval of a majority in number and Residential Allocation Percentage of Residential Unit Owners.

Section 9.4. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to said Owner's Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 9.5. Release by Board of Managers of Right of First Refusal. The right of first refusal contained in Section 9.1 and 9.2 of these By-laws may be released, terminated or waived by the Board of Managers or the Residential Committee, as applicable, in which event the Unit, together with the Appurtenant Interests, may be sold, leased or otherwise conveyed free and clear of the provisions of such Sections.

Section 9.6. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 9.1 or Section 9.2, as applicable, of these By-laws have been met by a Unit Owner, or have been duly waived by the Board of Managers or the Residential Committee, as applicable, and that the rights of the Board of Managers, or the Residential Committee, as applicable, thereunder have terminated, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 9.1 and 9.2 of these By-laws or in respect to whom the provisions of such Sections have been waived, upon request.

Section 9.7. Financing of Purchase of Units by Board of Managers. Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit Owners (or by the Residential Committee or its designee, on behalf of all Residential Unit Owners or by the Non-Residential Representative or its designee on behalf of all Non-Residential Unit Owners), may be made from the working capital and Common Charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to said Owner's Common Interest or Residential Allocation Percentage, as applicable, as a Common Charge, which assessment shall be enforceable as a special assessment in accordance with these By-laws, or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. The Board may not take any such action affecting the Residential Area, without the consent of the Residential Committee, or any such action affecting the Non-Residential Area, without the consent of the Non-Residential Representative.

Section 9.8. Exceptions. The restrictions set forth in the provisions of Sections 9.1 and 9.2 of these By-laws shall not apply with respect to (a) any sale, lease or other conveyance by a Unit Owner of said Unit Owner's Unit, together with the Appurtenant Interests, to said Unit Owner's spouse or to any of the Unit Owner's adult children or to the Unit Owner's parent or parents or to the Unit Owner's grandparents or grandchildren or to the Unit Owner's adult siblings, or any one or more of them, or (b) the sale or lease of any Unit owned by Declarant or a designee or affiliate of Declarant or any Units resulting from the subdivision or combination thereof, or (c) the acquisition or sale of a Unit, together with the Appurtenant Interests, by a mortgagee or any other bidder at a foreclosure sale, who shall acquire title to such Unit by foreclosure, or (d) the acquisition or sale of a Unit acquired by deed in lieu of foreclosure. The term "spouse" as used in this Section 9.8 and elsewhere in these By-laws, shall mean any adult person of the same or opposite sex to whom the Unit Owner is married, or an adult lifetime partner whose relationship with the Unit Owner is long-term and characterized by emotional and financial commitment and interdependence.

Section 9.9. Gifts and Devises, etc. Any individual Unit Owner shall be free to convey or transfer his or her Unit and Appurtenant Interests by gift, or to devise his or her Unit and Appurtenant Interests by will, or to pass the same by intestacy, without restriction.

Section 9.10. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or Its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 9.11. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease said Owner's Unit, unless and until said Owner shall have paid in full to the Board of Managers all unpaid Common Charges and other assessments theretofore assessed by the Board against said Owner's Unit and until said Owner shall have satisfied all unpaid liens against such Unit. In addition, each Unit Owner (except the Board of Managers, Declarant and any affiliate, principal, partner or designee thereof), shall be obligated to pay any fee authorized by the Board of Managers to be paid to the managing agent of the Condominium, for services performed in connection with processing an application for the sale or lease of said Unit.

ARTICLE 10

CONDEMNATION

Section 10.1. Action to Contest Condemnation. The Board of Managers shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Elements or which touches upon, concerns or affects the use of the Common Elements. No Unit Owner or tenant of a Unit shall impair or prejudice the action of the Board of Managers in contesting such condemnation. Such restriction or prohibition shall not preclude a Non-Residential Unit Owner (or a tenant of all or substantially all of a Non-Residential Unit, if permitted in such tenant's lease), from contesting the taking in such condemnation or eminent domain proceeding, through the Board of Managers, of said Owner's Unit, or of any trade fixtures or other equipment installed or located in the Unit. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of Managers shall request the court to set forth the allocation of the condemnation award among the Unit Owners affected, taking into account their respective Common Interests, the effect of the taking on each Unit affected thereby, and any other relevant factors.

Section 10.2. Obligation to Restore. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements or any Unit, the Board of Managers shall be obligated to restore the Common Elements and all Unit Owners shall be obligated to restore their Units and, provided the Board makes available to the Unit Owners the applicable proportionate share of the condemnation proceeds, any Limited Common Elements appurtenant to their Units. The foregoing obligation of the Board shall not be applicable, however, if the Property is subject to an action for partition in accordance with law or these By-laws or the Declaration. All condemnation awards shall be used for restoration and reconstruction of the interest taken. The Board of Managers may engage a construction manager or general contractor to coordinate the work necessary to complete the restoration of the Unit(s), Limited Common Elements and the Common Elements as in the case of a casualty, and the cost thereof shall be a General Common Expense.

Section 10.3. Partition Action in Lieu of Continuation of Condominium After Partial Taking by Condemnation. If any condemnation or eminent domain proceeding results in the taking of:

(a) three-fourths or more of the Property, and Unit Owners representing at least 80% in Common Interest voting at a duly called meeting of the Unit Owners promptly resolve not to continue the Condominium, or

(b) less than three-fourths of the Property, but such taking substantially and adversely affects the use of the Property, and Unit Owners representing at least 80% in Common Interest voting at a duly called meeting of the Unit Owners promptly resolve not to continue the Condominium, then the Property or so much thereof as shall remain, shall be subject to an action for partition at the suit of any Unit Owner or lienor as if owned in common in which event the net proceeds of sale arising out of the partition action, together with the net proceeds of the award from the condemnation or eminent domain proceeding shall be considered one fund and shall be divided by the Board of Managers among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of such Owner's share all liens on such Owner's Unit, in the order of priority of such liens.

Section 10.4. Distribution of Condemnation Awards.

(a) Except (i) as provided in Section 10.3 above, and (ii) with respect to any award obtained by a Non-Residential Unit Owner for said Owner's Non-Residential Unit or for any trade fixtures or other equipment as further provided in Section 10.1 above, in the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to an insurance trustee selected by the Board of Managers if the award is more than $50,000.00 and to the Board of Managers if the award is $50,000.00 or less. This $50,000.00 limit shall automatically increase each calendar year by 5% over the limit of the previous year. The Board of Managers or the insurance trustee, as the case may be, shall arrange for the repair, restoration or replacement of such Common Elements to the extent reasonably possible, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments, in the same manner as if the Common Elements were destroyed by casualty, as described in Article 6 of these By-laws.

(b) If there shall be a surplus of such proceeds or if the Board of Managers or insurance trustee cannot reasonably repair, restore or replace the Common Elements taken, the proceeds shall be distributed among the Unit Owners, and the Common Interests of the Condominium shall be reallocated among the remaining Units as the court shall have directed or as the Board of Managers shall equitably determine if there was no direction by the court, taking into account in the latter event the respective Common Interest of the Units affected thereby, the effect of the taking on each Unit affected thereby after the completion of any repair, restoration or replacement by the Board of Managers or insurance trustee, and any other relevant factors. Any court direction as to such distribution shall be final. Any Residential Unit Owner who wishes to contest a determination by the Board of Managers as between itself and another Residential Unit Owner, shall do so by submitting the matter to Arbitration as provided in Article 11 of these By-laws, for a determination of a fair and proper distribution, or reallocation of Common Interest, as the case may be, which shall be binding on the Board of Managers, and on all Residential Unit Owners. However, neither the Residential Committee nor a Residential Unit Owner may submit to Arbitration a dispute over distribution as between a Residential Unit Owner (and/or the Residential Area) and a Non-Residential Unit (and/or the Non-Residential Area), unless the Non-Residential Unit Owner(s) affected by the dispute agree in writing to such Arbitration. A Non-Residential Unit Owner may withhold consent to Arbitration for any reason whatsoever. The cost of such Arbitration shall be borne solely by the party submitting the matter for Arbitration.

(c) After any determination of reallocation of Common Interest, the Board of Managers, on behalf of all Unit Owners, shall promptly prepare, execute and record an amendment to the Declaration reflecting such reallocation.

Section 10.5. Temporary Taking. If the temporary use or occupancy of all or any part of a Unit or the Common Elements shall be taken by condemnation or in any other manner for any public or quasi-public purpose, (a) a Unit Owner shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation (i) for the use and occupancy of the Unit, (ii) for the taking of any property of the Unit Owner or tenants of the Unit Owner in the Unit, and (iii) for moving expenses, and (b) the Board of Managers shall be entitled to receive that portion which represents the cost of restoring any Common Elements, whether located in the Unit, or elsewhere. A Unit Owner shall remain responsible for complying with all obligations under the Declaration and By-laws, to the extent same are not affected by the taking, and shall also remain responsible for payment in full of Common Charges and any and all additional charges payable pursuant to the Declaration and By-laws. Any monies received by

the Board as, or as part of, an award for temporary use and occupancy, shall be received, held and applied by the Board on account of Common Charges becoming due under the By-laws.

Section 10.6. Insurance Trustee. The term **"insurance trustee"** as used in these By-laws shall mean an Institutional Lender which has a capital and surplus account as of its last published statement in excess of One Hundred Million Dollars ($100,000,000). All administrative fees charged by the insurance trustee shall be a General Common Expense unless the insurance trustee is acting exclusively for one or more Unit Owners, in which event the cost of the insurance trustee shall be paid or shared by the Unit Owner(s), as applicable.

ARTICLE 11

ARBITRATION

Section 11.1. Applicability. Arbitration (hereinafter **"Arbitration"**), shall be available in those cases where the Declaration or these By-laws require that the applicable party not unreasonably withhold or delay its consent, approval, determination, authorization or acceptance, or that the applicable party act in a reasonable manner, or that the applicable party exercise or refrain, in its reasonable discretion, from exercising any right granted to it in these By-laws or the Declaration, or where as a matter of law, the party may not unreasonably withhold or delay its consent. Arbitration shall also be applicable in all other instances pursuant to these By-laws or the Declaration where a dispute may or must be resolved through Arbitration.

Section 11.2. Appointment of Arbitrators.

(a) In any circumstance for which Arbitration is required or permitted under the Declaration or these By-laws, the party desiring Arbitration shall, within 15 business days of the event giving rise to the right to Arbitration, give written notice to such effect to the other party. Such notice also shall state the name and address of the arbitrator said party has appointed on its behalf, and shall state the issue to be arbitrated. Within five (5) business days after such notice is given, the other party by written notice to the original party, shall provide the name and address of a second person which said party shall have appointed on its behalf. If within five (5) business days following notice of the appointment of the second of said arbitrators, said two arbitrators shall be unable to resolve the issue, the two arbitrators shall, no later than five (5) business days after the end of their initial 5-day determination period, appoint by instrument in writing, a third person, as an impartial arbitrator, who shall proceed with the two arbitrators first appointed to determine the matter.

(b) If after notice of the appointment of the first arbitrator is given, the second arbitrator shall not have been appointed as aforesaid, then the party originating the Arbitration may apply for the appointment of an arbitrator in the manner hereinafter provided for the appointment of a third arbitrator in the case where the two arbitrators chosen hereunder are unable to agree upon such appointment.

(c) If the two (2) initially-appointed arbitrators shall be unable to agree within five (5) business days following the appointment of the latter of said arbitrators upon the matter in dispute and, in the event of the foregoing circumstances, if they shall fail to agree on an arbitrator to serve as the third arbitrator as aforesaid, then either party may apply to the American Arbitration Association (**"AAA"**) or any

successor organization (or if such organizations shall fail, refuse or be unable to act, to a court of competent jurisdiction in the State of New York) for the designation of such arbitrator.

(d) If any arbitrator appointed by either of the parties, by the AAA (or any successor organization), or court, or by the other two (2) arbitrators, shall die, become disqualified or incapacitated, or shall (for reasons beyond his or her control) fail to act, before such matter shall have been determined, a substitute arbitrator shall promptly be appointed by the person or persons who appointed the arbitrator who shall have died, become disqualified or incapacitated or who shall have failed to act, and if a substitute arbitrator is not so named within three (3) business days after such death, disqualification, incapacity or failure to act, such substitute arbitrator shall be appointed by application to the AAA, as described above.

Section 11.3. Qualification of Arbitrators. Each arbitrator shall be a person who shall have had at least ten (10) years' continuous experience in the County of New York in a calling connected with the matter of the dispute (e.g., in the management or operation of first-class mixed-use [i.e., residential and non-residential] buildings in Manhattan, or in construction and/or architectural or engineering endeavors, etc.), shall be associated with a firm engaged in such business and shall not be a sole practitioner, and when required by law or regulation pertaining to practice of the profession or trade, shall be licensed to practice in New York. Any third arbitrator appointed in accordance with this Article 11 shall be impartial and shall not then be employed or controlled by, controlling or under common control with any member of the Board of Managers, any Unit Owner, any manager or managing agent of the Condominium or any component thereof, or any affiliates of the foregoing.

Section 11.4. Procedures.

(a) Arbitration shall be conducted, to the extent consistent with the Declaration and these By-laws, in accordance with the then prevailing Arbitration Rules for expedited procedures of the AAA, other than rules relating to the appointment of arbitrators, and such other procedures as are agreed to by the parties. All parties shall have the right to appear and be represented by counsel before the appointed arbitrators and to submit such data and memoranda in support of their respective positions in the matter in dispute as they may deem necessary or appropriate in the circumstances.

(b) Following presentation and submission of all such data, memoranda and similar material by all parties to the Arbitration in support of their positions, the arbitrators shall be obligated to render a determination within the time period set forth in this Article 11 for the rendering of decisions. The arbitrators' determination shall in all instances be in writing and shall not be rendered verbally.

(c) In the event a third arbitrator is appointed as described above, the arbitrators shall be instructed to render a decision within five (5) business days of the third arbitrator's appointment. In all Arbitrations, the written decision of any two arbitrators in accordance with the foregoing, shall be final and binding upon the parties to the Arbitration and judgment may be entered thereon in any court of competent jurisdiction. In rendering their decision, the arbitrators shall have no power to modify any of the provisions of the Declaration or these By-laws, and the jurisdiction of the arbitrators is limited accordingly, it being specifically understood that in no event shall the arbitrators have the authority to award damages.

Section 11.5. Costs and Expenses. In any Arbitration the losing party shall pay the fees and disbursements of the arbitrators and all other costs associated with the Arbitration, including the legal fees and disbursements, and out-of-pocket expenses of the other parties involved in the Arbitration, unless the Declaration or these By-laws provides otherwise with respect to specific items of dispute.

Section 11.6. Agreement by Parties. The parties to any dispute required or expressly permitted to be submitted to Arbitration under these By-laws or the Declaration, may, by mutual written agreement between them, vary any of the provisions of this Article 11 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner.

ARTICLE 12

RECORDS AND AUDITS

Section 12.1. General. The Board of Managers shall be required to keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of meetings of the Residential Committee, minutes of meetings of the Non-Residential Representative, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures arising from the operation of the Property, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges and other assessments against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. Such records and vouchers authorizing payments shall be available for examination by Unit Owners at convenient weekday hours. An annual report of the receipts and expenditures of the Condominium audited by an independent public accountant, shall be rendered by the Board of Managers to all Unit Owners, promptly after the end of each fiscal year. The cost of such report shall be paid by the Board of Managers as a General Common Expense.

Section 12.2 Examination of Books. Each Unit Owner and each Permitted Mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times and upon reasonable notice, on business days, but not more often than once a month.

ARTICLE 13

GENERAL

Section 13.1. Notices.

(a) All notices required or desired to be given hereunder shall be sent by registered or certified mail. All notices to the Board of Managers, the Residential Committee or the Non-Residential Representative shall be sent to them at the Property or to such other address as any of the foregoing entities or persons may hereafter designate from time to time, in writing. All notices to any Unit Owner shall be sent by registered or certified mail to the Building or to such other address as may have been designated by said Unit Owner from time to time, in writing, to the Board of Managers. All notices to Permitted Mortgagees of Units shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given five (5) days after mailing, except notices of change of address which shall be deemed to have been given when received.

(b) Whenever any notice is required to be given by law, the Declaration or these By-laws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the times stated therein, shall be deemed the equivalent thereof.

Section 13.2. Real Estate Taxes.

(a) During any interim period following recording of the Declaration when individual tax lots legally will be established of record for each Unit but during which time separate real estate tax assessments and real estate tax bills for each tax lot have not yet been issued (the **"Interim Period"**), real estate taxes shall be allocated to each Unit based on real estate taxes assessed against the entire Property. During this Interim Period (i) each Residential Unit's and each Storage Unit's proportionate share of real estate taxes will be based on the Proportionate Valuation attributable to that Unit multiplied by the portion of the total Property assessment attributable to Residential Units and (ii) each Non-Residential Unit's proportionate share of real estate taxes will be based on the Unit's aliquot share of the portion of the total Property assessment attributable to Non-Residential Units, all as estimated by Declarant in consultation with its professional real estate tax advisors. "Proportionate Valuation" as used in this Section 13.2 shall mean the ratio that the Unit's offering price, as set forth in Schedule A to the Offering Plan, bears to the projected gross sell-out price of all Residential Units and all Storage Units offered under the Offering Plan. If at the time the Units are separately assessed, it is determined that the assessing authority used a method of allocation of the Property assessment among all Units substantially different than the foregoing, the allocations made during the Interim Period will be adjusted to incorporate the method of assessment used by the assessing authority and any necessary reimbursements shall be made.

(b) (i) Until the Units are separately assessed, the Board of Managers will collect from each Unit Owner, and will place in escrow, an amount equal to the Unit Owner's estimated proportionate share of real estate taxes projected to be due for the entire Property on the next upcoming tax payment due date, based on the foregoing allocation method. Escrows for real estate taxes will be billed and collected monthly with Common Charges, based upon the then current tax rate (or a higher rate to hedge against a possible increase in rate at the beginning of a new tax year, if the new rate has not yet been set). The Board of Managers will pay all taxes allocable to Units not owned by Declarant, at the time such taxes are due, from the tax escrow account.

(ii) If the actual taxes due for any period for which the Board of Managers collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a special assessment. If any Unit Owner fails to pay said Owner's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Owner's Unit for non-payment thereof, as if such charges were Common Charges. If the actual taxes due are lower than the amount collected and held in escrow by the Board of Managers, the Board shall pay the tax bill and return to Unit Owner, Owner's proportionate share of any excess. At such time as the Unit is separately assessed, the Unit Owner will pay taxes directly to the taxing authority. If the Units are separately assessed with tax payments to commence during a period for which the Board of Managers holds escrow funds, the Board will return the funds to each Owner and the Owner will pay said Unit Owner's own tax bill.

(c) The Board of Managers shall have the right accorded boards of managers in Section 339-y of the Condominium Act to act as an agent for each Unit Owner who gives the Board written authorization to seek administrative and judicial review of the real estate tax assessment for such Owner's Unit. The Board accordingly may retain legal counsel on behalf of the Unit Owners for which it is acting as agent, and charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees, for which charges the Board shall have a lien as if for Common Charges, pursuant to Section 339-z of the Condominium Act.

Section 13.3. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-laws, upon reasonable notice to the Unit Owner, (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event that the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or for the safety of the residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium), or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 13.4. Invalidity. The invalidity of any part of these By-laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-laws.

Section 13.5. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-laws, or the intent of any provision thereof.

Section 13.6. Plurals. The use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 13.7. Waiver. No restriction, condition, obligation, or provision contained in these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE 14

AMENDMENTS TO BY-LAWS

Section 14.1. General.

Except as hereinafter provided otherwise, these By-laws may be modified or amended by vote of at least 66-2/3% in number and in Common Interest of all Units at a meeting of Unit Owners duly held for such purpose.

Section 14.2. Declarant's Rights.

(a) Declarant shall have the right, without the calling of a meeting and without the vote or consent of other Unit Owners, the Board of Managers, the Residential Committee, the Non-Residential Representative, or the holders of Unit mortgages, to execute (or to require the Board of Managers to execute), and to record in the City Register's Office, an amendment to these By-laws to reflect changes in Units owned by Declarant and the reapportionment of Common Interest and Residential Allocation Percentage in and among such Units, in accordance with the provisions of Section 7.8 of these By-laws, and related changes arising out of such modifications. All expenses in connection with the preparation, recordation and filing of such amendment shall be paid by Declarant or its designee, unless Declarant shall otherwise arrange with the party on whose behalf the modifications are being made.

(b) The following provisions of these By-laws may not be amended, without the consent in writing of Declarant or its designee so long as Declarant or its designee shall be the owner of one or more Units:

(i) Section 2.1 insofar as it provides that Declarant or its designee has the right to appoint a specific number of members of the Board and Residential Committee under the circumstances and for the period of time specified therein;

(ii) Section 2.5(F) insofar as it provides that the Board of Managers may not exercise certain powers without Declarant's prior written consent;

(iii) Sections 2.15 and 2.16 insofar as they provide for representation of and control by Declarant or its designee on the Executive Committee or any other committee created by the Board of Managers, so long as Declarant or its designee has a right to designate members of and control the Residential Committee;

(iv) Section 7.6(a) and 7.6(i) insofar as it provides for Declarant to have the right to use any Unit for general, leasing and sales office purposes, and permits Declarant signage rights.

(v) Section 7.8(h) insofar as it provides that the provisions of Sections 7.8(a)-7.8(g) are inapplicable to Declarant, and accords Declarant certain specified rights regarding alteration, combination and subdivision of Units.

(vi) Section 7.9(c) insofar as it provides, among other things, for Declarant to have the right to maintain general, sales and leasing offices on the Property, to have employees, contractors and agents on the Property, to use the Common Elements in connection with sales and leasing, and to erect and maintain signs on exterior portions of the Building and elsewhere on the Property.

(vii) Section 9.8 insofar as it provides that the provisions of Sections 9.1 and 9.2 shall not apply with respect to a sale or lease of any Unit owned by Declarant or its designee or any Units resulting from the subdivision or combination thereof;

(viii) Article 2 with respect to Declarant's rights in connection with removal of its designated members on the Board of Managers;

(ix) All provisions concerning Declarant's rights with respect to alterations, additions and improvements of Units owned by it;

(x) All provisions requiring that the By-laws may not be amended so as to adversely affect Declarant; and

(xi) This Article 14.

Section 14.3. Use of Units. Notwithstanding anything to the contrary herein contained, no provision of these By-laws or the Declaration to which they are appended relating to the use of the Units may be amended without the consent of every Unit Owner affected by such amendment.

ARTICLE 15

CONFLICTS

Section 15.1. Generally. These By-laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

10. INITIAL RULES AND REGULATIONS OF 220 RIVERSIDE BOULEVARD AT TRUMP PLACE

1. The sidewalks, entrances, passages, public halls, elevators, vestibule, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, balconies, terraces or roofs or placed upon the window sills. No awnings, fans, or other projections shall be attached to the outside of the Residential Area of the Building without the prior written approval of the Board of Managers.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibule, corridors or stairways.

4. No public hall or public elevator vestibule shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep Unit Owner's Unit and its appurtenant Limited Common Elements, if any, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window guards or other window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Board of Managers of the Condominium, which approval shall not be unreasonably withheld or delayed.

7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Residential Area of the Building except such as are permitted pursuant to the Declaration, the By-laws or shall have been approved in writing by the Board of Managers, nor shall anything be projected from any window without similar approval.

8. No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers.

9. 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 in such Unit Owner's Unit.

10. No baby carriages, bicycles, scooters or similar vehicles shall be allowed to stand in the passages, public halls, vestibule, corridors or other public areas.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity or do or permit anything to be done therein, which will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or radio or television set or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall 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 or repair work or other installation involving noise shall be conducted in any Residential 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.

12. No bird, reptile or animal shall be permitted, kept or harbored in the Unit unless the same in each instance shall have been expressly permitted in writing by the Board of Managers and such consent, if given, shall be revocable by the Board of Managers in its sole discretion, at any time. Notwithstanding the foregoing, a Unit Owner shall be permitted to maintain one cat or one dog or one bird in any one Residential Unit without the prior consent of the Board of Managers. In no event shall any bird, reptile or animal be permitted in any of the public portions of the Building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building.

13. Refuse shall be sent to the cellar level of the Building only at such times and in such manner as the Board of Managers may direct. The Non-Residential Unit Owners shall contract with a private carting service for removal of its trash.

14. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article 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 Unit Owner.

15. No occupant of the Building shall send any employee of the Board of Managers, the Condominium or of the managing agent thereof out of the Building on any private business. In addition, any Condominium employee to whom any property shall be entrusted by or on behalf of a Unit Owner shall be deemed to be acting as said Unit Owner's agent with respect to such property and neither the Condominium nor the Board of Managers nor its agents, shall be liable for any damage to property of said Unit Owner or of other entrusted to employees of the Condominium nor for the loss of, or damage to, any property of the Unit Owner by theft or otherwise.

16. The agents of the Board of Managers or the managing agent, and any contractor or worker authorized by the Board of Managers 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.

17. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors. All removals or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place in the manner and during the hours which the Board of Managers shall designate, and with payment to the Board of Managers of any costs it incurs in connection therewith. All work in connection with the moving of any such safe, machinery, equipment, freight, etc., must comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto. Notwithstanding any consent of the Board of Managers to the movement of such safe, machinery, etc., the Unit Owner shall indemnify the Board of Managers for, and hold the Board harmless from, damages sustained by persons or property and for any damages paid out by the Board of Managers in settlement of any claims or judgments, as well as for all expenses and attorneys' fees incurred in connection therewith and all costs incurred in repairing any damage to the Building or appurtenances, caused by movement of any safes, freight, furniture, heavy machinery, or bulky matter of any sort into or out of the Building.

18. The Board of Managers shall retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to the Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board, then the Board or its agents (but, except in an emergency, only when specifically authorized by an officer of the Board) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to the Unit Owner's property).

19. Complaints regarding the service of the Building shall be made in writing to the Board of Managers or to the managing agent.

20. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Board of Managers, at any time by resolution of said Board.

21. Except as permitted under the Declaration and By-laws, Unit Owners and their families, guests, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever, enter upon or attempt to enter upon the roofs of the Building.

22. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

23. No Unit Owner or any of the Unit Owner's agents, servants, employees, licensees or visitors shall at any time use or bring into or keep in the Unit Owner's 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.

24. If any key or keys are entrusted by a Unit Owner or by any member of a Unit Owner's family or by a Unit Owner's agent, servant, employee, licensee or visitor, directly to an employee of the Board of Managers or directly to the managing agent or an employee of the managing agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith (unless, however, the managing agent was entrusted directly with the key, in which case the agent shall be liable for such damages).

25. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Condominium or contents thereof without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in Unit Owner's Unit or in the Common Elements which will result in the cancellation of insurance on the Property or which would be in violation of any law. No waste shall be committed in the Common Elements.

26. The Board shall have the right from time to time to relocate or reallocate any space in the Residential Area of the Building devoted to service purposes.

27. 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 prior consent of the Board of Managers.

28. In the event that any Unit is used for home occupation purposes permitted by law, clients or other invitees shall not be permitted for any purpose to wait in any lobby, public hallway or vestibule, unless such lobby, hallway or vestibule is part of the Unit.

29. Unless expressly authorized by the Board of Managers in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

30. No Residential Unit Owner shall install any plantings on any terrace without the prior written approval of the Board of Managers.

31. Plantings on terraces 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 roof 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, and raised at least two inches from terrace or roof surface, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. 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. Terrace floor loads are designed for small potted plants only. Plantings on terraces may not exceed weight limits commensurate with the foregoing. The Board of Managers may promulgate specific weight limits as well. Any damage to the Building or to the personal property of another Unit Owner or occupant of the Building caused by a Unit Owner's terrace or roof plantings or improper maintenance thereof, shall be the responsibility of the Unit Owner whose plants caused

the damage, to repair. If the Unit Owner fails to repair the damage, the Board of Managers may cause the damage to be repaired and shall assess the Unit Owner for all costs incurred in connection therewith.

32. The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

11. DISTINCTIVE SIDEWALK IMPROVEMENT MAINTENANCE AGREEMENT

NEW YORK CITY
DEPARTMENT OF BUILDINGS
DISTINCTIVE SIDEWALK IMPROVEMENT
MAINTENANCE AGREEMENT

DATE AUG 1 1 1996

11

DISTINCTIVE SIDEWALK IMPROVEMENT MAINTENANCE AGREEMENT

THIS AGREEMENT, dated _____ 199_, made

by _____

(the "OWNER"), having an office

at _____

_____

of the "property" located at

ADDRESS:

BLOCK ( ) LOT ( )

agrees to maintain, pursuant to this Agreement, the non-conforming distinctive curb and sidewalk abutting the property described above installed in:

NOW THEREFORE, in consideration of the City's approval of the below mentioned Builder's Paving Plan, the Owner covenants and agrees as follows:

Section 1 - For the purposes of this Agreement, distinctive sidewalk improvements ("Improvements") shall mean only the non-conforming distinctive curb and sidewalk located on the Sidewalk fronting the Owner's property, which is being installed pursuant to this Agreement and the Rules and Regulations of the Department of Transportation,Bureau of Highways, Division of Roadway Engineering ("the Department").

Section 2 - The Owner shall keep all of the Improvements constructed on the sidewalk fronting the Owner's property in good, clean and safe condition and will take all necessary action to maintain the Improvements in such condition, according to the terms of this Agreement, including, but not limited to, cleaning, and all repair work, including resetting and/or replacement of damaged or off grade or off alignment elements.

Section 3 - All repairs and replacements, including any materials used therein, shall be in strict conformity with plans and specifications for the Improvements as may be on file with the Department, subject to the provisions of Section 5.

Section 4 - All work under this Agreement is to be performed pursuant to the Builder's Paving Plan Number ( ) filed with the Department of Transportation, Bureau of Highways, Division of Roadway Engineering.

Section 5 - All repairs, replacements and/or reconstruction will in all respects conform to the original construction. Any and all required repairs, construction or reconstruction will be performed in a timely manner and all costs thereof shall be borne by the Owner. Further, the Improvements installed under this plan shall be maintained pursuant to the standards established by the Department of Transportation, Bureau of Highways, Division of Roadway Engineering and by the Bureau of Sewers, Department of Environmental Protection. In the event, any material originally installed in accordance with this Agreement is no longer available at the time of such repairs, replacement and/or reconstruction, the Owner may substitute comparable material provided prior written approval is obtained from the Department.

Section 6 - The Owner agrees to accept any and all responsibility and liability resulting from any and all failures, errors and omissions to the design, construction and/or maintenance of the Improvements and with all work performed under this Agreement.

Section 7 - The Owner shall obtain any approval, permit, license, grant, right or other authorization required by any law, rule, regulation or order in connection with the installation and maintenance of the Improvements.

Section 8 - If the Owner fails to maintain, repair or reconstruct the Improvements in a satisfactory manner, this Agreement shall be deemed to be breached and the City, after ten (10) days written notice thereof by the Department to the Owner, may carry out necessary maintenance using material of its own choice, reconstruction or repair work and charge the reasonable costs thereof and other administrative costs thereto to the Owner or remove the Improvements permanently. Should the Owner (i) commence the work prior to the expiration of such ten (10) days, (ii) notify the Department of the same, and (iii) diligently and continously prosecute the same to completion, no breach of this Agreement shall be deemed to exist. The Owner shall be liable for all reasonable costs incurred for such work by compliance with the provisions of this Agreement, including particularly the requirements of this Section. Any costs incurred by the City pursuant to this Agreement shall become a lien upon the property described herein pursuant to the provisions of Section 19-152 of the Administrative Code of the City of New York and such lien shall be superior to any encumbrances recorded against said property.

Section 9 - Nothing in this Agreement shall be construed so as to limit in any way the City's right to perform any work or provide any service in connection with the Improvements which it may deem necessary or proper, including permanent removal and replacement to a safe condition.

Section 10 - Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that in the performance of the terms, covenants, and conditions of this Agreement, the Owner or any subsequent owner and any of its employees, agents, independent contractors, and subcontractors successors and assigns shall not be deemed to be acting as agents, servants, or employees of the City by virtue of this Agreement or by virtue of any approval, permit, license, grant, right or other authorization given by the City or any of its officers, agents or employees pursuant to this Agreement, but shall be deemed to be performing services for the Owner, and shall be deemed solely responsible for all acts taken by them pursuant to this Agreement.

Section 11 - The Owner hereby agrees to assume any and all risk of loss or damage to property or injury or death (including wrongful death) to any and all persons whatsoever arising, out of or in connection with Owner's or its contractors' or subcontractors design, construction, installation, reconstruction and maintenance in a safe condition, of the Improvements. The Owner further agrees to indemnify and hold harmless the City its Commissioners, officers, agents and employees: (a) from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not; (b) for all expenses incurred by the City in the defense, settlement or satisfaction of any such claims; and (c) for attorney fees and costs of suit. The Owner shall, if so requested by the City, at no cost or expense to the City, defend against such claims.

Section 12 - (a) For so long as the Improvements exist, the Owner shall procure and maintain in its own name and at its own cost and expense, Comprehensive General Liability Insurance including but not limited to coverage for Premises - Operations, Independent Contractors, Completed Operations Broad Form Property Damage and Contractual Liability covering the risks and indemnities the Owner has assumed under Section 11 hereof, which policy shall name the City of New York and the Department of Transportation as additionally named insured. There shall be no exclusion for liability arising out of the explosion, collapse or underground property damage hazards. Said policy shall contain not less than a $4 million ($4,000,000) per occurrence limit for bodily injury and or property damage and shall not contain any provisions for exclusions from liability forming part of the standard, basic unamended, and unendorsed Comprehensive General Liability Policy.

(b) The Owner and its contractors shall secure in their respective names and at their own cost and expense a policy of worker's Compensation Insurance and Employer's Liability Insurance in accordance with the requirements of the laws of the State of New York, which policy shall remain in effect during the construction period.

(c) Prior to execution of this Agreement by the City, the Owner shall deliver to the City a certificate of insurance (or a certified copy of same) from an insurer authorized to do business in the State of New York evidencing policies specifically addressing each of the requirements set forth in this Section 12. Said policies shall provide that no cancellation, termination or alteration shall be made without thirty (30) days advance written notice to the City at the address in Section 14 hereof. The Owner shall be responsible to submit to the Department annual proof of required insurance coverage. Failure to maintain or renew the required Insurance coverage shall be deemed a major breach of this Agreement.

(d) While the Owner is strongly advised to maintain property owner's liability insurance, upon approval of the Builders Pavement Plan, the Owner may be relieved of his/her obligation to obtain insurance as set forth in section 12(a), if the sidewalk fronting the Owners property is "distinct" in scoring only and constructed entirely of concrete. A distinctively scored sidewalk is any sidewalk which is not scored in patterns of 5 foot squares with expansion joints not spaced at a maximum of 20 feet on center and with expansion joints not coinciding with expansion joints in the curb and otherwise not conforming to approved standard specification of the Department of Transportation. Notwithstanding relief from any specific insurance requirements, the Owner is responsible for maintaining the sidewalk in front of or abutting his/her premises in good repair at all times pursuant to section 19-152 of the New York City Administrative Code.

(e) No rights or privileges are being created by this Agreement in persons not a party to this Agreement unless such rights, privileges and persons are expressly identified herein.

Section 13 - The Owner shall comply with all applicable provisions of Federal State and Local Laws, the Charter, the Administrative Code of New York City, and the applicable regulations, directives and permit requirements (if any) of the Department in performing the services rendered and obligations required under this Agreement.

Section 14 - No modification, amendment, waiver, or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted. Each written notice, demand, request or other communication in connection with this Agreement shall be either served in person, with delivery or service acknowledged in writing by the party receiving the same, or certified mail return receipt requested.

(a) To the Owner: Attention:_____

(b) To the City at the following address:
Assistant Commissioner
Department of Transportation
Bureau of Highways
Division of Roadway Engineering
40 Worth Street
New York, New York 10013

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand, request, or other communication hereunder shall be deemed to have been given at the time of mailing or acknowledgment or receipt of delivery by hand, as aforesaid.

Section 15 - (a) The provisions of this Agreement shall be effective upon the complete execution of this Agreement and the submission of proof of filing of this Agreement with the City Register and/or County Clerk. This Agreement shall be filed and indexed in the Office of the City Register and/or County Clerk where the Propery and Improvements are located and shall be an obligation on said Property which shall run with the land.

(b) The Owner shall not grant, convey or transfer the property where the Improvements are located unless such grant, conveyance or transfer is made expressly subject to the covenants of this Agreement.

Section 16 - This written Agreement may not be modified or amended except by written Agreements executed by all the parties hereto.

Section 17 - Representations by the Owner

The Owner warrants and represents that:

A. The Owner has not been asked to pay, nor offered to pay, nor has paid, any illegal consideration, whether monetary or otherwise in connection with the procurement of this Agreement.

B. The Owner has not employed any person to solicit or procure this Agreement, and has not made, and shall not make any payment in any agreement for the payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of this Agreement.

Section 18 - Neither the City nor any officer, agent, or employee thereof shall be charged personally with any liability or held liable under any term or provision of this Agreement by reason of any breach or alleged breach thereof.

Section 19 - The provisions herein shall be binding on heirs, successors and assigns of the parties hereto and shall run with the land known as the Property Block No.( ), Lot No.( ).

Section 20 - All documentation shall be provided [illegible] approval and shall be a condition to obtaining approval from the Builders Paving Section of the Department.

Section 21 - Failure to comply with the terms and conditions of this Agreement shall be deemed a material breach of the Agreement and the City shall have the right to terminate this Agreement upon ten (10) days written notice to the Owner. In such event, the Owner shall be liable for all costs incurred by the City by reason of such termination, including but not limited to the cost of maintaining, repairing or removing the Improvements.

IN WITNESS WHEREOF, the Owner has executed this Agreement, as of the date and year above written, in quadruplicate, two to remain with the Department, one to remain with the Owner, and one to be filed by the Owner with the office of the City Register and / or County Clerks Office in accordance with Section 15 of this Agreement.

BY: _____
NAME

_____
Print

_____
Position

Approval:

DEPARTMENT OF TRANSPORTATION

BY: _____
Director of Engineering
Bureau of Highways
Division of Roadway Engineering

Approved as to Standard Class and Form For One Year's Use:

_____
Acting Corporation Counsel

Dated: AUG 11 1998

ACKNOWLEDGEMENT BY OWNER (CORPORATION)

State, City, and County of New York, ss.,

On this day of , 199 , before me personally came _____, did depose and say that he/she is the

of
and which executed the foregoing Agreement; that he/she knows the seal of said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was affixed by order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order.

_____
Notary Public or
Commissioner of Deeds

ACKNOWLEDGEMENT BY OWNER (INDIVIDUAL)

State, City, and County of New York, ss..

On this day of , 199 , before me personally came _____ to me known and known to me to be the same person described in and who executed the foregoing Agreement and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

_____
Notary Public or
Commissioner of Deeds

Acknowledgement by Partnership

State, City, and County of New York, ss..

On this _____ day of _____, 199___, before me personally came _____, to me known and known to me to be a member of _____ the firm described in and which executed the foregoing Agreement and he/she acknowledged to me that he/she subscribed the name of said firm thereto on behalf of said firm for the purposes therein mentioned.

_____
Notary Public or Commissioner of Dee

ACKNOWLEDGMENT BY ASSISTANT COMMISSIONER

State, City and County of New York, ss.:

On this _____day of _____, 199_____, before me personally came_____ to me known and known to me to be the Assistant Commissioner of the Department of Transportation, Bureau of Highways, Division of Roadway Engineering of the City of New York, the person described as such in and who as such executed the foregoing Agreement and he/she acknowledged to me that he/she executed the same as Assistant Commissioner for the purposes therein mentioned.

_____
Notary Public or Commissioner of Deeds

12. REAL ESTATE TAX COUNSEL'S OPINIONS

POTTISH FREYBERG MARCUS & VELAZQUEZ, LLP
COUNSELORS AT LAW
641 LEXINGTON AVENUE
NEW YORK, N. Y. 10022

(212) 308-7070
FAX: (212) 308-3630

SOL POTTISH
CARLOS M. VELAZQUEZ
JOEL R. MARCUS
MICHAEL FREYBERG (1930-1985)

July 14, 2000

Hudson Waterfront Company B, LLC
725 Fifth Avenue
New York, New York 10022

Re: Riverside South Building B
Currently Manhattan, Block 1171 Part of Lot 120
Tentatively Manhattan, Block 1171 Lot 121
220 Riverside Boulevard

Dear Sirs:

You have requested us to project the real estate tax liability of the residential spaces in the above referenced premises, after the condominium declaration has been filed, and with regard to any Section 421-a partial tax exemption benefits for which the parcel may qualify.

It has been the practice of the Real Property Assessment Department of the City of New York to review the assessed valuation of newly constructed buildings. While there is a formula which has been utilized by the Real Property Assessment Department in assessing such properties in the past, it has not been employed consistently, and it is therefore not possible to estimate or determine the post-construction assessed valuation of this property with any degree of certainty. However, the estimates presented below are based upon current policies and practices of that department.

All prospective purchasers are advised that although the estimate of assessed valuation upon completion of construction is a good-faith estimate, such assessed valuation, when actually made, may be less or greater than as estimated below.

The Final actual (target), and transitional assessed valuations for the subject property combined as Parcels A and B for tax year 2000/2001 are set forth as follows:

	Land	Total
Actual	$2,160,000	$2,160,000
Transitional	$2,031,300	$2,031,300

Zoning apportionment of the subject on Lot 121 will allow for a 65% allocation of Lot 120 into Lot 121 as follows:

	Land	Total
Actual	$1,404,000	$1,404,000
Transitional	$1,320,345	$1,320,345

You have advised us of the following facts regarding this project:

1. Hudson Waterfront Company B, LLC is constructing a new 49-story mixed use multiple dwelling consisting of 441 residential apartment units, having approximately 1,833 zoning bedrooms and bathrooms;

2. The total gross square footage of the residential portion of the building, including superintendent's office, residential lobby area, health club, elevator shafts and above grade mechanical areas allocable to residential space, is 717,896 square feet. The gross square feet of the commercial unit is 1,012 square feet. The gross square feet of the garage commercial unit is 75,839 square feet. The total gross building area is approximately 794,747 square feet on a land plot of 47,797 square feet;

3. The site, a part of which comprises the subject property, was purchased on June 30, 1994. When purchased, the site comprised a single tax lot in addition to certain excess zoning lot development rights attributable to air rights;

4. The subject property will apply for real estate tax exemptions granted by the Housing Preservation and Development Agency ("HPD") through the 421-A program.

5. Construction as defined by HPD regulations is projected to commence on or about January, 2001, and a Temporary Certificate of Occupancy for all residential units is anticipated prior to December 31, 2003;

6. The commercial and residential portions of the property will be condominium units;

There are three recognized appraisal methods which are employed by the Real Property Assessment Department to determine the full market value of income producing real property. These methods are the original cost method, capitalization of income approach, and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a highly significant indicator of value with respect to new buildings. Relevant data used in the cost method include material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees, construction period taxes ("soft") costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in a competing investment, yields a close estimate of the market value of the property.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. However, the addition of sale prices of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation (see New York State Real Property Tax Law Section 581, and Real Property Law Section 339-y).

Since tax year 1982/83, Real Property Tax Law section 1805 (3) has mandated that increases in assessed valuation must be phased in over a five year period, resulting in a "transitional assessment". However, the statute requires the Finance Department to include all physical (new construction, renovation, rehabilitation, or addition of square footage to existing structures) changes directly into the taxable assessed valuation without the five-year phase-in. The "actual assessment"is the target value which will be reached at the end of the five year period, assuming the assessment is not increased in the interim. Taxes are payable based upon the lower of the two values.

In arriving at the assessed valuation for each unit in the Condominium, the building is first assessed in its entirety. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the condominium Declaration has been recorded and the floor plans are filed with the office of the City Register. The apportionment will be based in part upon the proportion the projected selling price presented in the Offering Plan for each residential unit bears to the gross sellout price for all residential units

available for purchase in the project (hereinafter, "Proportionate Valuation"), and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases if any on particular units.

Reconciliation of the three approaches to valuation discussed above, including review of tentative 2000/2001 assessed valuations of comparable recently constructed residential apartment buildings, retail buildings, newly constructed office buildings and parking garages in the vicinity of the subject, justifies an overall assessed valuation for the entire condominium (including "land"and "building") of $67,435,049 or approximately $84.85 per square foot of gross building area (794,747 sqft.). Prospective purchasers are advised that this valuation estimate assumes that the taxing authority is assessing a post-construction, completed, occupied building and is not intended to reflect any "progress"or interim valuation. In the event completion of construction is delayed for any reason, it is possible that the 2003/2004 assessed valuation may be somewhat lower than as estimated herein.

It is projected that for tax year 2001/2002 and 2002/2003, when the building will still be in the course of construction, the valuation for the entire premises (residential and commercial units) will be limited to the land. Section 11-209 of the Administrative Code of the City of New York provides as follows:

> **Taxable status of building in course of construction.** A building in the course of construction, commenced since the preceding fifth day of January and not ready for occupancy of the fifth day of January following, shall not be assessed unless it shall be ready for occupancy or a part thereof shall be occupied prior to the fifteenth day of April.

Consequently, assuming the project meets the requirements of the foregoing statute, the building will not be assessed until the following tax year (2003/2004).

The most recent and currently available tax rate for tax year (1999/2000), for residential real property is 10.851% and for commercial property the current tax rate is 9.989%. For purposes of the following projections, a tax rate of 11.50% has been utilized for tax year 2003/2004. Taxes payable during tax year 2003/2004 by the Residential Units as defined above, are projected as follows (assuming the site does qualify for partial tax exemption benefits pursuant to Section 421-a of the real property Tax Law):

Our analysis of comparable recently constructed residential buildings adjusted for age and location with 421-a participation shows an average total assessment per square foot of gross building area at $88.00 per square foot. Our analysis of comparable recently constructed small size office buildings and newly constructed commercial condominiums shows an average total assessment per square foot of $88 per square foot for the commercial office space at the property.

Our analysis of the total assessment per square foot of parking garages in the vicinity shows an average total assessment per square foot of $55.00. The four analyses mentioned above were conducted using the 2000/2001 tentative final assessment roll. It is our projection that by tax year 2003/2004 the subject property's total assessment before the apportionment for each condominium unit will be as follows:

Residential Units Assessment: including storage units (717,896 sqft. x $88.00 psf)	$63,174,848
Office Unit Assessment (1,012 sqft. x $88.00 psf)	$89,056
Garage Space Assessment: (75,839 sqft. x $55.00 psf)	$ 4,171,145
Total Assessed Value:	$67,435,049

Taxes payable during tax year 2003/2004 for the entire building are projected as follows:

Projected Actual Assessed Valuation:	$67,435,049
Less Mini Tax Assessed Value:	$ 1,345,500*
(1999/00 Assessment Prior to the beginning of construction)	
After Mini-Tax Assessment (Actual AV):	$66,089,549
Exemption Percent:	100%
Exempt Total Assessment:	$66,089,549
Taxable Assessment (Actual AV)	$ 1,345,500
Assumed Tax Rate:	11.50%
Projected Total Real Estate Taxes After 421-A Exemption:	$154,732.50

*It is expected that after the official apportionment of the land assessment for the current lot 120 and the allocation of 65% of the total land assessment to Lot 121, (the subject property) the mini-tax will correspondingly change to this figure projected tax payment.

The tax liability of a particular condominium unit, assuming (a) the overall actual assessment as estimated above; (b) the Proportionate Valuation calculated in accordance with the guidelines set forth above; (c) tax rates as estimated above; and (d) Section 421-a partial tax exemption benefits, may be estimated as follows for tax years 2003/2004:

Estimated tax liability for individual unit = $154,732.50 x Proportionate Valuation

This letter was prepared at the sponsor's request, Hudson Waterfront Company B, LLC. Certain figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. We have not passed upon the accuracy of any figures or estimates contained in the Plan, and offer no warranties of the amount of any tax liabilities for any period.

The opinions expressed above are based on our interpretation of the RPTL, Administrative Code of the City of New York, and the applicable rules and regulations, policies and practices of the Department of Finance in effect as of the date hereof. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties. You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction.

The foregoing analysis is based upon our experience with the Real Property Assessment Department and the Tax Commission of the City of New York, and their assessment policies regarding newly constructed properties held in condominium ownership. Application of a particular approach to valuation by an individual assessor may yield a different result. This would necessitate commencement of real property tax review proceedings at the Tax Commission or Supreme Court level to bring the assessment in line with the estimates presented herein.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Joel R. Marcus

JRM/ak

POTTISH FREYBERG MARCUS & VELAZQUEZ, LLP
COUNSELORS AT LAW
641 LEXINGTON AVENUE
NEW YORK, N. Y. 10022
(212) 308-7070
FAX: (212) 308-3630

SOL POTTISH
CARLOS M. VELAZQUEZ
JOEL R. MARCUS
MICHAEL FREYBERG (1930-1985)

July 14, 2000

Hudson Waterfront Company B, LLC
725 Fifth Avenue
New York, New York 10022

Re: Riverside South Project
421-A Eligibility
Parcel B
Currently, Manhattan, Block 1171 Part of Lot 120
Tentatively Manhattan, Block 1171 Lot 121
220 Riverside Boulevard

Dear Sirs:

We have been requested to render our opinion as to the eligibility of the above referenced property (the "Project") to receive partial real estate tax exemption benefits pursuant to Section 421-a of the Real Property Tax Law ("421-a") and the procedures for obtaining such benefits, while obtaining such benefits through the acquisitions of 421-a negotiable certificates, and a description of typical fees made payable to the New York City Department of Housing and Preservation. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts given to us by Hudson Waterfront Company B, LLC.

We have been advised that the Project is to be developed and owned as a Condominium building and is expected to contain 441 residential units and community facility space. In order for the completed Project to be eligible for partial real estate tax exemption benefits pursuant to 421-a, Section 11-245 of the New York City Administrative Code and the Rules and Regulations governing the 421-a program, the following major requirements will have to be satisfied:

1. The Project must consist of a new multiple dwelling containing not less than three dwelling units. As the Project will contain approximately 441 dwelling units, this requirement will be satisfied.

2. The land on which the building is to be constructed must have been vacant, predominantly vacant, under-utilized, or improved with a non-conforming use on the operative date, i.e., thirty-six months prior to the commencement of construction. It may not be mapped as a public park or utilized for ten or more consecutive years prior to October 1, 1971 as a private park.

   The site is designated on the official tax maps of the City of New York currently as part of Block 1171 Lot 120 and tentative as Block 1171 Lot 121, in Manhattan. We have been advised that construction is projected to be commence as that term is defined in the 421-a Rules and Regulations on or about January 2, 2001. The operative date, therefore, is March 1994. An Inspection of the official records of the City of New York indicates that for fiscal year 2000/2001, the property assessment was all land. In addition, we have been advised that the land contained no enclosed, permanent improvement and was neither mapped or used as a park. Therefore, pursuant to Section 6-02(f)(3) of the 421-a rules and regulations, the site would meet the regulatory definition of vacant and underutilized land and would satisfy this requirement.

3. Section 6-02(e) of the Rules and Regulations provides that, if the new multiple dwelling contains more than one hundred dwelling units, not less than 10 percent of such units must contain at least 4.5 zoning rooms and, in addition, not less than 15 percent of such units must contain 3.5 zoning rooms. We have been advised that at least 120 dwelling units will contain 4.5 zoning rooms or more and, in addition, at least 210 dwelling units will contain 3.5 zoning rooms. Therefore, this requirement will be satisfied.

4. The construction of the building must commence on or after January 1, 1975 and must be completed no later than December 31, 2003. We have been advised that construction will commence on or around January 2, 2001 and that it is expected that the Project will be completed prior to December 31, 2003. The commencement and completion of the Project within the aforesaid time periods will satisfy this requirement.

5. On November 29, 1984, the Board of Estimate approved Local Laws 78 and 79 of 1984, now Section 11-245 of the administrative Code of the City of New York. The Section provides that 421-a tax exemption benefits shall not be available for construction commenced after November 29, 1985 if the property is located in the therein described geographic exclusion area. The Project is located within that geographic exclusion area. However, Section 11-245 provides that, under certain circumstances, 421-a benefits shall be available in the geographic exclusion area. Those circumstances are:

a. construction carried out with substantial governmental assistance;

b. projects where HPD certifies that twenty percent (20%) of the units in that building are affordable to households of low and moderate income ("Affordable Units"); or

c. construction is carried out pursuant to a written agreement with HPD to create through new construction or substantial rehabilitation Affordable Units located outside the geographic exclusion area and numbering at least twenty percent (20%) of the number of units contained in the building located in the geographic exclusion area. (These requirements, as amended appear in paragraph 6 below.)

6. On August 27, 1987, HPD promulgated new regulations governing the 421-a program, which were amended on May 13, 1988 and May 6, 1994. Included therein is Section 6-08 entitled "Affordable Housing Construction Requirements". This section provides the guidelines for qualifying a project for 421-a tax exemption benefits where the building is located in the geographic exclusion area and where construction commenced after November 29, 1985. Section 6-08(m) of the Rules and Regulations provides that HPD shall issue Negotiable Certificates certifying that Affordable Units have been created pursuant to a written agreement in compliance with Section 6-08 of such regulations. Such Negotiable Certificates will provide that a specified number of dwelling units in the geographic exclusion area are entitled to receive 421-a benefits. Section 6-08 provides, in part, the following eligibility requirements and conditions for entering into a written agreement with HPD pursuant to paragraph 5 (c), herein, prior to December 31, 2003:

a. that for building located within the geographic exclusion area, Affordable Units numbering twenty percent (20%) of the number of units contained in that building must be created through new construction; and

b. that if the average size of the residential units contained in the multiple dwelling located in the geographic exclusion area seeking 421-a benefits exceeds 1,200 square feet, the number of Affordable Units which must be created shall be increased by the same ratio that the average square footage exceeds 1,200 square feet.

We have been advised that Hudson Waterfront Company B, LLC, will purchase sufficient Negotiable Certificates for a project to be constructed, entitling 441 condo units to 421-a eligibility. In addition, we have been advised that the average size of the residential units contained in the Project is 1,249 square feet and will be in excess of the required 1,200 square feet for 421-a purposes. Therefore, this requirement will be satisfied with the use of 463 of these Negotiable Certificates and indicating that an appropriate building with required amounts of units will be constructed.

7. The Rules and Regulations governing the 421-a program provide that where the Affordable Units are owned or managed by a qualified not-for-profit organization, the not-for-profit owner or manager shall assume the ongoing responsibility for insuring the continuing maintenance and operation of the affordable units in a habitable condition. Failure of the not-for-profit organization to maintain such units as affordable or in a habitable condition shall not result in a revocation of the tax benefits received by the multiple dwelling located in the geographic exclusion area.

8. The application for the Preliminary Certificate of Eligibility must be filed with HPD after the commencement of construction but prior to completion of construction. Such application must include the Written Agreement with HPD for the creation of Affordable Units and the agreement to purchase Negotiable Certificates, or Negotiable Certificates issued by HPD. Therefore, the Preliminary Certificate of Eligibility will not be issued until either the Negotiable Certificate or the written agreement with HPD is included with the 421-a application for the Preliminary Certificates of Eligibility. As the project will be owned as a condominium, the Application for a Final Certificate of Eligibility must be filed with HPD prior to the first taxable status date following the completion of construction. The Final Application must be completed within 90 days of the issuance of a Permanent Certificate of Occupancy or a Temporary Certificate of Occupancy covering all residential space in the building. Both the Preliminary and Final Certificates of Eligibility must be filed with the Real Property Assessment Bureau of the New York City Department of Finance.

Therefore, since we are advised that a sufficient number of Negotiable Certificates issued by HPD will be acquired and a Preliminary Application will be timely filed, this will satisfy the eligibility requirement listed in paragraphs 6, 7 and 8.

Although there are a number of additional criteria for determining eligibility for Section 421-a benefits, they are not applicable to buildings created on vacant land. With respect to incidental requirements applicable to this project, such as the current payment of water and sewer charges and real estate taxes, the payment of a $100 application fee which is a non-refundable deposit against the payment of HPD filing fees, equal to .4% (four tenths of one percent) of total development costs or the Condominium's total sell-out price, and the availability of books and records in the event the project is selected for audit by HPD, we have assumed that they will be satisfied.

If the foregoing information and assumptions are accurate and valid, and all of the 421-a requirements are met, the Project shall receive a partial exemption from taxation for local purposes, other than assessments for local improvements, for the construction period, not to exceed three years, and for ten years after the taxable status date immediately following the completion of construction, or the three year maximum construction period, whichever is less.

The real estate taxes on the project will be partially exempted in declining percentages during the ten years following completion of construction, as set forth below:

Year Following Completion of Construction	Percentage of Value Which is Exempt
1-2	100%
3-4	80%
5-6	60%
7-8	40%
9-10	20%
11	0%

These percentages of exemption will be diminished to the extent that the commercial, community facility and any accessory use space ("Commercial Space"), as defined in section 6-01 of the Rules and Regulations which does not include accessory parking spaces, exceeds twelve percent of the aggregate floor area of the entire building. We have been advised that the Commercial Space will not exceed twelve percent of the aggregate floor area of the Project.

In addition to the foregoing taxes, the Real Property Tax Law requires that taxes shall be paid in each tax year during which 421-a benefits are received in an amount equal to the assessed value of the land and any improvements thereon during the tax year preceding the commencement of construction, this amount being referred to as the "mini" tax, payable at the then current tax rate.

An examination of the records of the New York City Department of Finance indicates that in the tax year prior to commencement of construction, 1999/2000, the total aggregate actual assessed valuation of Block 1171 Lot 120 (Parcels "A" and "B") prior to the tax lot apportionment of Lot 120 was $2,070,000. Based upon the relative size of each tentative tax lot and its zoning 65% of the land assessment of Lot 120 is allocated to tentative lot 121 where building B will occupy. Accordingly, if a Final Certificate of Eligibility is issued for the Project, the taxable assessed valuation should be $1,345,500 (for mini-tax calculations) or approximately $154,732.50 in taxes for the period of construction (up to three years) and for the first two years following the completion of construction, plus the non-exempt portion of the assessed value attributable to the excess Commercial space, if any (none is projected).

No warranties are made herein that HPD will approve the Section 421-a application or that the laws or regulations or policies and practices upon which this opinion is based will not be changed after the date of this opinion. The analysis and conclusions set forth herein are based upon facts provided to us by Hudson Waterfront Company B, LLC. In addition, we do not warranty or represent the amount of tax savings if the project receives partial real estate tax exemption benefits.

Very truly yours,

Joel R. Marcus

JRM/ak

13. SPONSOR'S OFFERING PLAN COUNSEL'S OPINIONS

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July 18, 2000

Hudson Waterfront Company B, LLC
175 Riverside Boulevard
New York, New York 10069

Re: Offering Plan for 220 Riverside Boulevard at Trump Place
220 Riverside Boulevard, New York, New York

Gentlemen:

As owner of the property known as 220 Riverside Boulevard at Trump Place, located at 220 Riverside Boulevard, New York, New York (the "**Property**") and sponsor ("**Sponsor**") of the offering plan filed with the New York State Department of Law to establish the Property as a condominium (the "**Offering Plan**" or "**Plan**"), you have requested our opinion as to deductibility for Federal, New York State and New York City income tax purposes of mortgage interest and real estate taxes paid by a person who purchases a "**Residential Unit**" (as defined in the Plan) upon establishment of the Property as a condominium (the "**Condominium**"), and thus becomes a "**Residential Unit Owner**" (also as defined in the Plan) at the Condominium.

In connection with this opinion we reviewed the Plan (including the schedules and exhibits that are part of the Plan) and all documents contained in the Plan.

The opinions expressed in this letter are based upon the assumptions that the Plan becomes effective and is consummated in accordance with its terms, a condominium regime is established at the Property upon the recording of a condominium declaration and by-laws (collectively, the "**Declaration**") and the filing of the "**Tax Lot Drawings**" (as defined in the Plan), and the legal consequences of ownership of a Unit are as described in the Plan. Specifically our opinions are based on the assumptions that:

A. a Residential Unit Owner, Storage Unit Owner and a Non-Residential Unit Owner (as respectively defined in the Plan) (individually, a "**Unit Owner**" and collectively, the "**Unit Owners**") will own fee title to a Residential Unit,

Storage Unit or a Non-Residential Unit (as respectively defined in the Plan) (individually, a "**Unit**" and collectively, the "**Units**"), as the case may be, including an undivided interest in the "**Common Elements**" (as defined in the Plan) appurtenant to the Unit;

B. each Unit, including its appurtenant undivided interest in the Common Elements, will be a separate tax lot for purposes of New York City real estate taxes and the Unit Owner will be directly liable for the real estate tax assessment with respect to that Unit Owner's Unit, but not with respect to any other Unit;

C. subject to certain restrictions contained in the Declaration, a Unit Owner may mortgage the Unit as the Unit Owner wishes, and the Unit will not be subject to the lien of any mortgage placed on any other Unit; and

D. a Unit Owner may convey that Owner's Unit, subject, with certain exceptions, to certain rights of the Board of Managers (defined below) contained in the Declaration.

Pursuant to the Declaration, the Condominium will be managed by a Board of Managers (the "**Board of Managers**") whose members will be elected by the Unit Owners (including Sponsor, to the extent Sponsor owns Units). We understand that the Board of Managers will operate the Condominium as an unincorporated association under New York Law. The Declaration provides that expenses incurred in the operation and maintenance of the Condominium exclusive of the Units themselves shall be borne by the Unit Owners and assessed (in accordance with the Declaration) and collected by the Board of Managers on behalf of the Unit Owners.

Based upon the foregoing, it is our opinion that an individual Residential Unit Owner who uses the Residential Unit as said Owner's principal residence or specifically selected secondary residence (each a "**Qualified Residence**") and who itemizes deductions will be entitled under present tax laws and regulations, to deduct from adjusted gross income, for Federal, New York State and New York City income tax purposes, certain costs associated with ownership of the Residential Unit. Specifically, the Residential Unit Owner may deduct, subject to certain limitations on itemized deductions, (i) real estate taxes assessed against Owner's Residential Unit and any Storage Unit, and (ii) subject to the limitations identified in the next sentence, interest on indebtedness incurred in acquiring, constructing, or substantially improving a Qualified Residence that is secured by such Qualified Residence ("**Acquisition Indebtedness**"), and interest on indebtedness (other than Acquisition Indebtedness) secured by a Qualified Residence ("**Equity Indebtedness**"), but only to the extent the aggregate amount of such Equity Indebtedness does not exceed the fair market value of the Qualified Residence less Acquisition Indebtedness with respect to such Qualified Residence.

However, the aggregate amount treated as Acquisition Indebtedness for any period (on both a principal residence and a specifically selected secondary residence) may not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return), and the aggregate amount treated as Equity Indebtedness for any period (on both a principal residence and a specifically selected secondary residence) may not exceed $100,000 ($50,000 in the case of a separate return by a married individual). (See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.) We express no opinion as to whether indebtedness secured by a Storage Unit can qualify as Acquisition Indebtedness or Equity Indebtedness.

The expenses discussed above will be deductible when paid or accrued by the Residential Unit Owner depending upon the Residential Unit Owner's method of accounting. However, any Residential Unit Owner required to compute Federal income tax liability pursuant to the Federal alternative minimum tax, will not be entitled to deduct real estate taxes paid or accrued with respect to such Owner's Residential Unit or Storage Unit or interest on Equity Indebtedness.

Generally, a person who purchases a Residential Unit (and Storage Unit, if any), for use in a trade or business will be entitled under present tax laws and regulations to deduct from gross income for Federal income tax purposes in accordance with its method of accounting (i) real estate taxes assessed against such Owner's Residential Unit (and Storage Unit, if any), and (ii) interest on indebtedness incurred or continued in connection with the conduct of such trade or business, subject, however, to the limitations of Section 469 of the Code relating to "passive activity" losses and Section 465 of the Code relating to the "at-risk" rules.

The status of the Condominium for Federal income tax purposes (and accordingly for New York State and New York City income tax purposes) as an aggregation of Unit Owners or as an entity for income tax purposes is not clear, and accordingly we express no opinion with respect to this matter.

If the Condominium is treated for tax purposes simply as an aggregation of the Unit Owners, the income received by the Board of Managers (such as rents on any Units owned and leased by the Board of Managers or interest earned on the Condominium's funds) and the expenses incurred by the Board of Managers on behalf of the Unit Owners in deriving such income, would be deemed to be income and expenses of the Unit Owners in proportion to their respective Common Interests (as defined in the Plan), and the amount of such income less such expenses would be taxable to the Unit Owners. In such a case, however, the Common Charges (as defined in the Plan) would not be considered income to the Unit Owners, and the expenditures incurred in maintaining the Common Elements would not be deductible by the Unit Owners.

If, on the other hand, the Condominium is treated as an entity for income tax purposes, then under relatively new Treasury regulations dealing with the classification of entities for income tax purposes, the Condominium would be classified as a partnership for such purposes absent an election to classify the entity as a corporation. As a partnership, the Condominium itself would not be subject to income tax (other than possibly the New York City unincorporated business tax). Instead, the taxable income or loss of the Condominium would be passed through to the Unit Owners, each of whom would be required to report such Unit Owner's distributive share of such income on such Unit Owner's income tax return. The manner in which such income or loss would be computed is not entirely clear, but it would presumably be computed in a manner similar to that described below for a condominium electing to be classified as a corporation for income tax purposes.

However, as it is anticipated that the Condominium will treat itself as an entity for income tax purposes and will make an election to be classified as a corporation for such purposes, although no assurance can be given in this regard, the remainder of this discussion assumes that the Condominium will be classified as a corporation for income tax purposes. In such event, the Condominium would be subject to Federal corporate income tax (as well as to the New York State and New York City corporate franchise (income) tax) on its taxable income. See Rev. Rul. 74-99, 1974-1 C.B. 131. For these purposes, the Condominium's taxable income would be the excess of its gross income over its deductible expenses. Gross income would include, among other things, any rental income or investment income received by the Condominium and all Common Charges paid by Unit Owners. However, any portion of the Common Charges segregated and used to finance specified capital expenditures or reserves for such capital expenditures should generally not be required to be included in gross income. See Rev. Rul. 75-371, 1975-2 C.B. 52; Rev. Rul. 75-370, 1975-2 C.B. 25; Rev. Rul. 74-563, 1974-2 C.B. 38. Deductible expenses would generally include the Condominium's Common Expenses other than capital expenditures.

Notwithstanding the foregoing, if the Condominium satisfies the requirements of Section 528 of the Code, the Condominium, as a condominium management association, may elect to be exempt from Federal income taxes on Common Charges collected from Unit Owners.

The Section 528 requirements for exemption are as follows: (i) the association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of association property; (ii) 60 percent or more of the association's gross income must consist of assessments from unit owners ("exempt function income"); (iii) at least 90 percent of the association's expenditures must be for the acquisition, construction, management, maintenance, and care of association property; (iv) no part of the net earnings can inure to the benefit of any member or private individual other than by the acquisition, construction, management, maintenance and care of association property or by rebates of excess assessments; and (v) substantially all units (i.e., at least 85% of the total square footage of all units) must be used by individuals as residences. The

pertinent Treasury Regulations appear to focus on residential use by individuals, rather than ownership by individuals, and also provide that a unit that has never been occupied will be deemed to be used by an individual for residential purposes if, based on all the facts and circumstances, the unit appears to have been constructed for residential purposes. An election under Section 528 is made on an annual basis by filing Form 1120-H.

Even if the Condominium were to satisfy the requirements of Section 528 and elect to be exempt from Federal income taxes on exempt function income, it would still be taxable at a 30% flat rate on the amount, subject to a $100 specific deduction, by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income. Among other things, income derived from the interim investment of assessments collected would be includible in the amount of income subject to taxation.

The qualification of the Condominium to elect to be exempt from tax pursuant to Section 528 involves factual issues which can be determined only on a year-by-year basis. Thus, we cannot express an opinion as to whether the Condominium will qualify to make a Section 528 election or whether it would be advisable to do so for any given year. However, if the Projected Budget for First Year of Condominium Operation contained in the Plan proves to be accurate, and assuming that requirement (v) discussed above is met, the Condominium should qualify to make the Section 528 election for the first year of operation. In the event that the Condominium either fails to qualify under Section 528 or, if qualified, fails to elect Section 528 tax treatment in any year, it could be subject to the regular Federal corporate income tax on its taxable income as described above.

We express no views as to any tax consequences other than those explicitly discussed in this opinion. Specifically, we express no views as to the tax status of the Condominium as such or the computation of the Condominium's income and franchise tax liabilities (if any), nor does this opinion address the tax consequences which result from ownership of a Unit in connection with a Unit Owner's trade or business or for the production of income (including the possible application of the passive loss rules and the at-risk rules), or the ownership of a Non-Residential Unit generally, other than those explicitly expressed herein. We strongly advise each person contemplating the purchase of a Unit to consult his or her own tax advisor as to all tax matters (including, without limitation, the tax matters discussed in this opinion).

The opinions expressed above are based on our interpretation of existing tax laws, the applicable regulations and rules of the Treasury Department and court decisions construing such rules and regulations. Although we believe our opinions are well founded, they are not intended, and should not be construed, as warranties. No assurances can be given that the Internal Revenue Service or state and local tax authorities will accept any or all of the views stated above or that the tax law upon which counsel based its opinion will not change. In no event will Sponsor, Sponsor's counsel, the Selling Agent or any other person be liable if there are changes in the facts on which we

relied in issuing this opinion, or if there are changes in the applicable statutes, regulations, decisional law or rulings on which we relied. Finally, we have not passed upon the accuracy of any figures or estimates contained in the Plan and do not warrant the amount deductible for any period, assuming such tax deductions are allowed, or the amount that Unit Owners may save in Federal, New York State and New York City income taxes, if any, as a result of such deductions.

We make no warranty that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will accept any or all of the views stated above. In addition, the Federal, New York State and New York City tax laws and regulations (and the rulings and decisions thereunder) may change, possibly even retroactively, and thereby affect, in whole or in part, the results outlined above.

We consent to the incorporation of this opinion into the Plan and to the references to our name in the Plan.

Very truly yours,

Robinson Silverman Pearce Aronsohn & Berman LLP

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July 18, 2000

Hudson Waterfront Company B, LLC
175 Riverside Boulevard
New York, New York 10069

Re: 220 Riverside Boulevard at Trump Place

Gentlemen:

The New York Condominium Act (NYS Real Property Law Article 9-B) provides in Section 339-i(1) that each unit in a condominium shall have appurtenant to it a "common interest" (a **"Common Interest"**) as expressed in the declaration. Section 339-i(1) provides further that there are four different methods of allocating such common interest.

With respect to the condominium project you propose to develop at 220 Riverside Boulevard at Trump Place, 220 Riverside Boulevard, New York, New York (the **"Condominium"**) you have advised us that the Common Interest to be appurtenant to each unit at the Condominium (each a **"Unit"** and collectively the **"Units"**) in the declaration of condominium (the **"Declaration"**), a draft of which is contained in your offering plan for the Condominium, is to be in the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the then aggregate floor area of all the Units, with such proportion reflecting the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements (as defined in the Declaration). This formula is substantially consistent with that permitted by Section 339-i(1)(ii) of the Condominium Act and thus constitutes a permitted method of allocating Common Interest.

A letter to you from Penmark Realty Corp. dated July 12, 2000 and included in your offering plan for the Condominium states that Penmark has calculated the Common Interest for each Unit at the Condominium in consultation with your architect pursuant to the foregoing formula.

We have not independently verified the accuracy of statements made to us by you or the statements made to you by Penmark, nor have we verified the accuracy of the calculations

of Common Interest provided by you to us. We have, however, relied on and assumed the accuracy of these representations and calculations in rendering our opinion.

If the representations made by you to us and by Penmark to you are true and correct as of the date of the Declaration, and if indeed the Common Interest appurtenant to Units at the Condominium set out in the Declaration is calculated in a manner consistent with Condominium Act Section 339-i(1)(ii), then compliance with the Condominium Act Section 339-i(1) will have been achieved.

Very truly yours,

Robinson Silverman Pearce Aronsohn & Berman LLP

Robinson Silverman Pearce Aronsohn &
Berman LLP

14. ESCROW AGREEMENT FOR CONTRACT DOWN PAYMENTS

220 RIVERSIDE BOULEVARD AT TRUMP PLACE
220 RIVERSIDE BOULEVARD
NEW YORK, NEW YORK

AGREEMENT made this ____ day of _____, 200__, between **HUDSON WATERFRONT COMPANY B, LLC** having an address at 175 Riverside Boulevard, New York, New York 10069 ("**Sponsor**") and **ROBINSON SILVERMAN PEARCE ARONSOHN & BERMAN LLP**, having an address at 1290 Avenue of the Americas, New York, New York 10104 ("**Escrow Agent**").

WHEREAS, Sponsor is the Sponsor under the offering plan (the "**Offering Plan**") for the sale of condominium units (the "**Units**") at 220 Riverside Boulevard at Trump Place, 220 Riverside Boulevard, New York, New York (the "**Premises**"); and

WHEREAS, Sponsor will enter into agreements to sell Units to purchasers under the Offering Plan (individually a "**Purchase Agreement**" and collectively the "**Purchase Agreements**"); and

WHEREAS, Escrow Agent has been requested by Sponsor to act as an escrow agent under the Offering Plan in accordance with General Business Law ("**GBL**") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder (the "**Regulations**") with respect to down payments made by purchasers (the "**Purchasers**") pursuant to Purchase Agreements entered into with Sponsor to purchase Units at the Premises.

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

1. **ESTABLISHMENT OF THE ESCROW ACCOUNT.**

1.1 Escrow Agent shall establish an escrow account for the purpose of holding deposits or payments made by Purchasers under Purchase Agreements entered into pursuant to the Offering Plan (the "**Escrow Account**"). As set forth in the Offering Plan, the Escrow Account in which contract down payments will be deposited will be opened at HSBC Bank (the "**Bank**") in the branch located at 666 Fifth Avenue, New York, NY 10103.

1.2 The name of the Escrow Account will be "Robinson Silverman Pearce Aronsohn & Berman LLP Attorney Trust Account for 220 Riverside Boulevard" (or similar, with the address of the Premises included).

1.3 Specified members of the firm comprising Escrow Agent will be the sole signatories on the Escrow Account.

1.4 The Escrow Account shall be an interest-bearing account as disclosed in the Offering Plan. Escrow Agent will arrange for interest earned on monies deposited in the Escrow Account to be paid to the party entitled to the interest as disclosed in the Offering Plan. The Escrow Account is not an IOLA pursuant to Judiciary Law § 497.

2. **DEPOSITS INTO THE ESCROW ACCOUNT.**

2.1 All funds received from Purchasers prior to closing under their Purchase Agreements, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be delivered by Sponsor to Escrow Agent to be deposited in the Escrow Account. All instruments to be deposited into the Escrow Account shall be made payable to the order of "Robinson Silverman Pearce Aronsohn & Berman LLP, as Escrow Agent." Any instrument payable other than as required hereby, and which cannot be deposited into the Escrow Account, shall be returned to the prospective Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by Escrow Agent (or if applicable, within five (5) business days after said instrument has been returned to Escrow Agent by the depository as unpayable). Delivery shall be deemed made if the instrument is delivered to Purchaser personally or mailed to Purchaser at the address set forth in the Purchase Agreement, whether or not it is actually received by Purchaser. Delivery shall be deemed made on the date mailed. In the event of such return of funds, the instrument shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

2.2 Within five (5) business days after Purchaser's tender to Sponsor of the deposit together with a fully executed Purchase Agreement and expiration of any rescission period granted by Sponsor to Purchaser, the funds shall be delivered by Sponsor to Escrow Agent for deposit in the Escrow Account. Within ten (10) business days after Escrow Agent has received the funds and an original completed Form W-9 or Form W-8, as applicable, executed by Purchaser or by Purchaser's designated interest-recipient as described in the Plan, Escrow Agent shall notify Purchaser of the deposit of such funds in the Bank and shall provide the account number and the initial interest rate, if applicable. If Purchaser does not receive notification of such deposit within fifteen (15) business days after Purchaser's tender of the deposit and Purchase Agreement to Sponsor, delivery of a completed signed Form W-9 or Form W-8, as applicable, and expiration of any rescission period granted to Purchaser by Sponsor, Purchaser may cancel the purchase and rescind the Purchase Agreement, or may apply to the Attorney General for relief. Any such rescission must be exercised no later than ninety (90) days after Purchaser's tender to Sponsor of the deposit and executed Purchase Agreement. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with the foregoing and requisite notice was timely mailed to Purchaser.

3. **RELEASE OF FUNDS.**

3.1 Escrow Agent shall not release the escrowed funds of a defaulting Purchaser until after consummation of the Offering Plan as defined in the Attorney General's regulations. Consummation of the Offering Plan shall not relieve Sponsor of Sponsor's fiduciary obligations pursuant to GBL Section 352-h.

3.2 Escrow Agent shall continue to hold the funds in escrow until the earlier of: (a) closing under a Purchase Agreement, in which event the funds may be paid to Sponsor (or anyone Sponsor designates or directs) without further authorization of Purchaser required, (b) Purchaser's permitted rescission of a Purchase Agreement, in which case the funds will be paid to Purchaser, (c) Sponsor's termination of the Purchase Agreement following Purchaser's continuing default under the Purchase Agreement after delivery to Purchaser by Sponsor of a notice of default and expiration of the applicable cure period (in which event the funds may be paid to Sponsor), (d) otherwise directed in writing signed by both Sponsor and Purchaser directing disposition of such funds, (e) otherwise directed by a determination of the Attorney General pursuant to the dispute resolution procedures in the Regulations, (f) otherwise directed by a judgment or order of a court of competent jurisdiction directing disposition of such funds, (g) the Escrow Agent is changed in connection with a transfer of funds to a new escrow agent in accordance with ¶ 9 of this Agreement, (h) released pursuant to the Regulations of the Attorney General pertaining to release of escrowed funds, as incorporated into ¶ 3.4 below, or (i) Sponsor's abandonment of the Plan. Interest earned on funds held in the Escrow Account shall be paid as described in the Plan.

3.3 Sponsor shall not object to the release of the escrowed funds to (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Plan or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 If there is no closing under a Purchase Agreement and there is no written agreement between the parties to release the escrowed funds, or if release is not otherwise authorized pursuant to the provisions of ¶ 3.2 or ¶ 3.3 of this Agreement, Escrow Agent shall not pay the funds to Sponsor until Escrow Agent has sent Purchaser at least ten (10) business days prior written notice to the last address listed in the Purchase Agreement. For purposes of this provision, notice shall be deemed given if actually delivered to Purchaser or Purchaser's counsel at the address set forth in the Purchase Agreement, whether or not it is actually received, and shall be deemed given five (5) business days after the day mailed, if it is mailed. Thereafter, the funds may be paid to Sponsor unless Escrow Agent has received prior written notice from Purchaser that Purchaser has made application to the Department of Law pursuant to the dispute resolution provisions contained in the Regulations and has so notified Escrow Agent in accordance with such provisions. Escrow Agent shall be entitled to act upon any document believed by it in its reasonable judgment to be genuine.

4. **RECORD-KEEPING.**

4.1 Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of funds.

4.2 Upon the dissolution of Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such arrangement.

4.3 Sponsor agrees that Escrow Agent shall make available to the Attorney General, upon his or her request, all books and records of Escrow Agent then available relating to funds deposited and disbursed hereunder. Sponsor shall pay all expenses and costs incurred by Escrow Agent arising out of the provisions of Paragraphs 4.2 and 4.3 of this Agreement.

5. **GENERAL OBLIGATIONS OF ESCROW AGENT.**

5.1 Escrow Agent shall maintain the Escrow Account called for in this Agreement under the direct supervision and control of Escrow Agent.

5.2 A fiduciary relationship shall exist between Escrow Agent and Purchasers, and Escrow Agent acknowledges its fiduciary obligatons.

5.3 Escrow Agent or any member of its firm shall be permitted to act as counsel for Sponsor in any dispute as to the disbursement of any deposits or payments or any other dispute between the parties, whether or not Escrow Agent is in possession of such deposits or payments and whether or not Escrow Agent continues to act as Escrow Agent.

6. **RESPONSIBILITIES OF SPONSOR.**

6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall immediately deliver to Escrow Agent all deposits and payments received by them prior to closing of an individual transaction.

6.2 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and compliance with the Regulations.

7. **INDEMNITY AND DISPUTES.**

7.1 In the event Escrow Agent, before the release of escrow funds attributable to a particular Purchase Agreement in accordance with this Agreement, receives or becomes aware of conflicting demands or claims with respect to said escrow funds or the rights of any party with respect thereto, or any funds, securities, property or documents deposited herein or affected hereby, or if Sponsor becomes indebted to Escrow Agent, or for any other reason

in its sole discretion, Escrow Agent shall have the right to discontinue any and all further acts on its part until such conflict is resolved to its satisfaction.

7.2 Escrow Agent shall have the further right but not the obligation to commence or defend any action or proceeding for the determination of such conflict. Sponsor agrees to indemnify Escrow Agent and pay all costs, damages, judgments and expenses, including attorneys' fees and disbursements, suffered or incurred by Escrow Agent in connection with or arising out of this Escrow Agreement, including, but without limiting the generality of the foregoing, a suit in interpleader brought by Escrow Agent, or proceedings or actions brought by any Purchaser(s) or the New York State Department of Law, or the expenses of maintaining or administering the Escrow Account in accordance with this Agreement (including, without limitation, the aliquot portion of Escrow Agent's expenses for overhead, staff and equipment in connection with such activities), and such other expenses as may be determined by Escrow Agent. In the event Escrow Agent files a suit in interpleader, Escrow Agent shall thereupon be fully released and discharged from all further obligations to perform any and all duties or obligations imposed upon Escrow Agent by this Agreement.

7.3 Escrow Agent is hereby given a lien on all right, title and interest of Sponsor in the escrowed funds in the Escrow Account and monies arising therefrom, to protect, indemnify and reimburse Escrow Agent for all costs, expenses and liabilities arising out of this Agreement.

8. **LIABILITY OF ESCROW AGENT.**

8.1 Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection with its obligations under this Agreement, nor for any negligence other than its gross negligence, nor shall Escrow Agent be answerable for the default or misconduct of its agents, attorneys or employees if they are selected with reasonable care, or the banking institution in which the escrow funds are deposited. No liability will be incurred by Escrow Agent if, in the event of any dispute or question as to its duties or obligations hereunder, it acts in accordance with written advice of legal counsel. Escrow Agent is authorized to act upon any document believed by it to be genuine and to be signed by the proper party or parties, and will incur no liability in so acting.

8.2 Escrow Agent shall not be liable to Sponsor for any loss occasioned by any right of rescission accruing to a Purchaser and arising out of Escrow Agent's performance or failure of performance hereunder.

9. **TERMINATION OF AGREEMENT.**

9.1 This Agreement shall remain in effect unless and until it is cancelled:

(a) By written notice given by Sponsor to Escrow Agent of cancellation of designation of Escrow Agent to act in said capacity; or

(b) By the resignation or withdrawal of Escrow Agent upon written notice to Sponsor. Sponsor agrees to file an amendment to the Offering Plan to describe the occurrences described in ¶ 9.1(a) or 9.1(b) of this Agreement immediately upon their occurrence, but the failure to file such amendment shall not prevent the effectiveness of such cancellation, resignation or withdrawal; or

(c) By virtue of all Apartments offered pursuant to the Offering Plan having been sold and all sales transactions having been consummated.

9.2 Upon termination of the duties of Escrow Agent as described in Paragraph 9.1 above, Escrow Agent shall deliver any and all funds held by it in escrow and any and all Purchase Agreements and associated documents maintained by Escrow Agent to the new escrow agent, if there be one, or to a court of competent jurisdiction, as applicable.

10. **SUCCESSORS AND ASSIGNS.**

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

11. **GOVERNING LAW.**

11.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York. Sponsor and Escrow Agent agree to the jurisdiction and venue of the courts located in the County and State of New York.

12. **ESCROW AGENT'S COMPENSATION.**

12.1 Sponsor agrees that Escrow Agent's compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to Escrow Agent, if any, shall not be deducted from escrowed funds by any financial institution under any circumstance, unless and until Sponsor becomes entitled to such funds pursuant to the provisions of this Agreement.

13. **SEVERABILITY.**

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

14. **MISCELLANEOUS**

14.1 Wherever delivery is required herein of a notice or check to Purchaser, it shall be deemed delivered to Purchaser if actually delivered to Purchaser's attorney or if mailed to Purchaser's attorney, whether or not it is actually received by Purchaser's attorney, with the date of receipt being deemed to be the date delivered, if delivered, or five (5) business days after the date mailed, postage prepaid, if mailed. Conflicts between this provision and other provisions in this Agreement shall be resolved in favor of this provision.

15. **ENTIRE AGREEMENT.**

15.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's Regulations, constitutes the entire agreement between Sponsor and Escrow Agent with respect to the subject matter hereof.

16. **COUNTERPARTS.**
This agreement may be executed in any number of counterparts and each counterpart, when taken together with all other counterparts, shall constitute one and the same document.

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

HUDSON WATERFRONT COMPANY B, LLC
By: Hudson Waterfront Associates II, L.P.
By: Hudson Waterfront II, Corporation

By:_____
Name: Paul Van Dien Davis
Title: Vice President

ROBINSON SILVERMAN PEARCE ARONSOHN & BERMAN LLP

By:_____

15. FORM OF APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DOWN PAYMENTS

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

Re: 220 Riverside Boulevard at Trump Place
220 Riverside Boulevard
New York, New York 10069

File Number: _____

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

1. Name of Applicant _____

2. Address of Applicant _____

3. Name, Address, and Telephone Number of Applicant's Attorney (if any) _____

_____

_____

4. This is an application for

[ ] return of down payment.
[ ] forfeiture of down payment.
[ ] other: _____

_____

5. The project is

[ ] a conversion of occupied premises.
[ ] newly constructed or rehabilitated.
[ ] vacant (as is).

6. The project is structured as

[ ] a cooperative.
[ ] a condominium.
[ ] a homeowners association.
[ ] a timeshare.

[ ] other: _____

7. Name and Address of Sponsor: _____

_____

8. Name and Address of Escrow Agent: _____

_____

9. If down payments are maintained in an escrow account:

(a) Name of account _____

(b) Name and address of bank _____

(c) Account number (if known) _____

(d) Initial interest rate (if known) _____

10. If down payments have been secured by bonds:

(a) Name and address of bond issuer or surety: _____

_____

(b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND.) If not included, explain:

_____

_____

_____

11. If down payments have been secured by a letter of credit:

(a) Name and address of bank which issued the letter of credit: _____

_____

_____

(b) Date of expiration of the letter of credit, if known:

_____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan

[ ] has been declared effective. Approximate date: _____

[ ] has not been declared effective.

(c) If effective, the plan

[ ] has closed or the first unit has closed. Approximate date: _____

[ ] has not closed.

[ ] don't know.

(d) Down payments are secured by

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract information:

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

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

(c) Date(s) of down payment(s): _____

(d) Total amount of down payment(s): _____

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

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

_____

_____

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

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

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

_____

16. CERTIFICATIONS

HUDSON WATERFRONT COMPANY B, LLC
175 Riverside Boulevard
New York, New York 10069
tel: 212-888-0880 fax: 212-888-3782

July 13, 2000

Bureau of Real Estate Financing
New York State Department of Law
120 Broadway
New York, New York 10271

Re: 220 Riverside Boulevard at Trump Place
220 Riverside Boulevard
New York, New York

The undersigned does hereby state:

Hudson Waterfront Company B, LLC is the Sponsor of the Offering Plan for the Sale of Condominium Units in 220 Riverside Boulevard at Trump Place, 220 Riverside Boulevard, New York, New York (the "**Plan**"). The undersigned are the Sponsor and the principals of the Sponsor of the Plan.

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

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

I. set forth the detailed terms of the transaction and be complete, current and accurate;

II. afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

III. not omit any material fact;

IV. not contain any untrue statement of a material fact;

V. not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

VI. not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

VII. not contain any representation or statement which is false, where we (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

HUDSON WATERFRONT COMPANY B, LLC

By: Hudson Waterfront Associates II, L.P., its sole members

By: Hudson Waterfront II Corporation, its general partner

By: Paul VanDien Davis
Name: Paul VanDien Davis
Title: Vice President

Paul VanDien Davis

Sworn to before me this
13th day of July, 2000

Aniko Balogh
Notary Public

ANIKO BALOGH
Notary Public, State of New York
No. 41-4817442
Qualified in Queens County
Commission Expires September 30, 2000

Costas Kondylis & Associates, P.C.
Architects

31 West 27th Street, 8th Floor
New York New York 10001-6914
Tel 212 725 4655
Fax 212 725 3441

CERTIFICATION OF ARCHITECT

September 18, 2000

Bureau of Real Estate Financing
New York State Department of Law
120 Broadway
New York, New York 10271

Re: 220 Riverside Boulevard at Trump Place
220 Riverside Boulevard, New York, New York

The Sponsor of the Offering Plan to convert the captioned property (the "Property") to condominium ownership (the "Offering Plan") retained our firm to prepare a report disclosing construction of the Property. We also were retained to prepare plans and specifications for the project. We accordingly prepared the plans dated July 12, 2000 and are preparing the specifications (collectively the "Plans and Specifications"), and prepared the report, dated September 8, 2000 (the "Report"), a copy of which Report is intended to be incorporated into the Offering Plan so prospective purchasers may rely on it.

We are registered architects in the State of New York.

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

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

Costas Kondylis Harold Amore Alan Goldstein
L. Stephen Hill Michael Peragine Marta Rudzki David West

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the Plans and Specifications that we prepared;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the Plans and Specifications that we prepared;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

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

(vii) does not contain any representation or statement which is false, where we (a) knew the truth, (b) with reasonable effort could have known the truth, (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statements made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

Very truly yours,

COSTAS KONDYLIS & ASSOCIATES, P.C.

By: _____
Name: Costas Kondylis
Title: President

PENMARK
REALTY CORP

CERTIFICATION OF EXPERT ON ADEQUACY OF BUDGET PURSUANT TO SECTION 20.4 (d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A AS AMENDED

New York State Department of Law
Bureau of Real Estate Financing
120 Broadway
New York, New York 10271

Re: 220 Riverside Boulevard
New York, New York 10069

Gentlemen:

The undersigned does hereby state:

The Sponsor of the Condominium Offering Plan for the captioned property (the "Plan") retained our firm to review Schedule B, containing projections of income and expenses for the first year of Condominium operation. Our experience in this field includes:

Penmark Realty Corp., has been engaged in the management of residential real estate for the past 30 years, manages approximately thirty (30) buildings and is licensed as a real estate broker in the State of New York.

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

We have reviewed the Schedule B and investigated the facts set forth in Schedule B, and the facts underlying Schedule B with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of Condominium operation.

5 East 86th Street, New York, N.Y. 10028 • 212-876-4200 • Fax 212-876-4258

We certify that Schedule B:

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

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgement concerning the first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

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

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

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

We further certify that we are not owned or controlled by the Sponsor. We understand that it is intended that a copy of this Certification be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Penmark Realty Corporation

By: _____

Sworn before me this 13th
day of July, 2000

_____
Notary Public

FRANCIA WALKES
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WA6001896
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JANUARY 26, 2002

PENMARK
REALTY CORP

CERTIFICATION OF EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY NON-RESIDENTIAL UNIT OWNERS PURSUANT TO SECTION 20.4 (d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A AS AMENDED

New York State Department of Law
Bureau of Real Estate Financing
120 Broadway
New York, New York 10271

Re: 220 Riverside Boulevard
New York, New York 10069

Gentlemen:

The Sponsor of the Condominium Offering Plan for the captioned property (the "Plan") retained our firm to review Schedule B, containing projections of common charges payable by the owners of non-residential units. Our experience in this field includes:

Penmark Realty Corp., has been engaged in the management of residential real estate for the past 30 years, manages approximately thirty (30) buildings and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the non-residential units listed in Schedule B.

We have reviewed Schedule B as it impacts upon the non-residential units and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

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

5 East 86th Street, New York, N.Y. 10028 • 212-876-4200 • Fax 212-876-4258

We certify that the estimates in Schedule B for the common charges payable by the owners of non-residential units:

(i) set forth in detail the projected common charges for the non-residential units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgement concerning the common charges payable by the owners of the non-residential units;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

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

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

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

We further certify that we are not owned or controlled by the Sponsor. We understand that it is intended that a copy of this Certification be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the non-residential units for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Penmark Realty Corporation

By: _____

Sworn before me this 13th
day of July, 2000

_____
Notary Public

FRANCIA WALKES
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WA6001896
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JANUARY 26, 2002